

Sec. 1-42. Short title: Connecticut Statutory Short Form Power of Attorney Act. This chapter may be cited as the “Connecticut Statutory Short Form Power of Attorney Act”.

(February, 1965, P.A. 573, S. 1.)

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Sec. 1-43. Form. (a) The use of the following form in the creation of a power of attorney is authorized, and, when used, it shall be construed in accordance with the provisions of this chapter:

“Notice: The powers granted by this document are broad and sweeping. They are defined in Connecticut Statutory Short Form Power of Attorney Act, sections 1-42 to 1-56, inclusive, of the general statutes, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned. The grantor of any power of attorney or the attorney-in-fact may make application to a court of probate for an accounting as provided in subsection (b) of section 45a-175.

Know All Men by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Connecticut Statutory Short Form Power of Attorney Act:

That I (insert name and address of the principal) do hereby appoint (insert name and address of the agent, or each agent, if more than one is designated) my attorney(s)-in-fact TO ACT

If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word ‘severally’. Failure to make any insertion or the insertion of the word ‘jointly’ shall require the agents to act jointly.

First: In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in the Connecticut Statutory Short Form Power of Attorney Act to the extent that I am permitted by law to act through an agent:

(Strike out and initial in the opposite box any one or more of the subdivisions as to which the principal does NOT desire to give the agent authority. Such

elimination of any one or more of subdivisions (A) to (K), inclusive, shall automatically constitute an elimination also of subdivision (L).)

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his initials in the box opposite.

- (A) real estate transactions; ()
- (B) chattel and goods transactions; ()
- (C) bond, share and commodity transactions; ()
- (D) banking transactions; ()
- (E) business operating transactions; ()
- (F) insurance transactions; ()
- (G) estate transactions; ()
- (H) claims and litigation; ()
- (I) personal relationships and affairs; ()
- (J) benefits from military service; ()
- (K) records, reports and statements; ()
- (L) all other matters; ()

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(Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of the Connecticut Statutory Short Form Power of Attorney Act.)

Second: With full and unqualified authority to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select;

Third: Hereby ratifying and confirming all that said attorney(s) or substitute(s) do or cause to be done.

In Witness Whereof I have hereunto signed my name and affixed my seal this day of, 20...

.... (Signature of Principal) (Seal)

(ACKNOWLEDGMENT)”

The execution of this statutory short form power of attorney shall be duly acknowledged by the principal in the manner prescribed for the acknowledgment of a conveyance of real property.

No provision of this chapter shall be construed to bar the use of any other or different form of power of attorney desired by the parties concerned.

Every statutory short form power of attorney shall contain, in boldface type or a reasonable equivalent thereof, the “Notice” at the beginning of this section.

(b) A power of attorney is a “statutory short form power of attorney”, as this phrase is used in this chapter, when it is in writing, has been duly acknowledged by the principal and contains the exact wording of clause First set forth in subsection (a) of this section, except that any one or more of subdivisions (A) to (K) may be stricken out and initialed by the principal, in which case the subdivisions so stricken out and initialed and also subdivision (L) shall be deemed eliminated. A statutory short form power of attorney may contain modifications or additions of the types described in section 1-56.

(c) If more than one agent is designated by the principal, such agents, in the exercise of the powers conferred, shall act jointly unless the principal specifically provides in such statutory short form power of attorney that they are to act severally.

(d) (1) The principal may indicate that a power of attorney duly acknowledged in accordance with this section shall take effect upon the occurrence of a specified contingency, including a date certain or the occurrence of an event, provided that an agent designated by the principal executes a written affidavit in accordance with section 1-56h that such contingency has occurred.

(2) The principal may indicate the circumstance or date certain upon which the power of attorney shall cease to be effective.

(February, 1965, P.A. 573, S. 2; P.A. 90-71, S. 1; P.A. 93-203, S. 5; P.A. 95-316, S. 1; P.A. 07-252, S. 1.)

History: P.A. 90-71 amended form by adding health care decisions; P.A. 93-203 added Subsec. (d) re indication by principal that power of attorney shall be effective upon occurrence of specified contingency, provided designated agent executes affidavit that contingency has occurred, and that power may be of limited duration; P.A. 95-316 amended notice form in Subsec. (a) by adding provision re application to probate court for accounting; (Revisor's note: In 2001 the reference in this section to the date "19.." was changed editorially by the Revisors to "20.." to reflect the new millennium); P.A. 07-252 removed references to health care decisions in the short form power of attorney.

In accordance with Subsec. (a), a statutory short form durable power of attorney, drafted to comport with this section and Sec. 45a-562, must be both acknowledged and attested to by two witnesses, and the principal executing a power of attorney and his or her designated agent or attorney-in-fact must not act as one of the attesting witnesses to the power of attorney. 134 CA 265.

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Sec. 1-44. Real estate transactions. In a statutory short form power of attorney, the language conferring general authority with respect to real estate transactions shall be construed to mean that the principal authorizes the agent: (1) To accept as a gift, or as security for a loan, to reject, to demand, to buy, to lease, to receive, or otherwise to acquire either ownership or possession of any estate or interest in land; (2) to sell, to exchange, to convey either with or without covenants, to quit claim, to release, to surrender, to mortgage, to encumber, to partition or to consent to the partitioning, to revoke, create or modify a trust, to grant options concerning, to lease or to sublet, or otherwise to dispose of, any estate or interest in land; (3) to release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, encumbrance, lien or other claim to land which exists, or is claimed to exist, in favor of the principal; (4) to do any act of management or of conservation with respect to any estate or interest in land owned, or claimed to be owned, by the principal, including, but not limited to, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect such estate or interest by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to purchase supplies, to hire assistance or labor and to make repairs or alterations in the structures or lands; (5) to utilize in any way, to develop, to modify, to alter, to replace, to

remove, to erect or to install structures or other improvements upon any land in which the principal has, or claims to have, any estate or interest; (6) to demand, to receive, to obtain by action, proceeding or otherwise, any money or other thing of value to which the principal is, or may become, or may claim to be, entitled as the proceeds of an interest in land or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to be reimbursed for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney; (7) to participate in any reorganization with respect to real property and to receive and to hold any shares of stock or instrument of similar character received in accordance with such plan of reorganization, and to act with respect thereto, including, but not limited to, power to sell or otherwise to dispose of such shares, or any of them, to exercise or to sell any option, conversion or similar right with respect thereto, and to vote thereon in person or by the granting of a proxy; (8) to agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal; (9) to execute, to acknowledge, to seal and to deliver any deed, revocation, declaration or modification of trust, mortgage, lease, notice, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section; (10) to prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any real estate transaction or to intervene in any action or proceeding relating thereto; (11) to hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and (12) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any estate or interest in land. All powers described in this section shall be exercisable equally with respect to any estate or interest in land owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 3.)

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Sec. 1-45. Chattel and goods transactions. In a statutory short form power of attorney, the language conferring general authority with respect to chattel and goods transactions shall be construed to mean that the principal authorizes the agent: (1) To accept as a gift, or as security for a loan, to reject, to demand, to buy, to receive, or otherwise to acquire either ownership or possession of, any chattel or goods or any interest in any chattel or goods; (2) to sell, to exchange, to convey either with or without covenants, to release, to surrender, to mortgage, to encumber, to pledge, to hypothecate, to pawn, to revoke, create or modify a trust, to grant options concerning, to lease or to sublet to others, or otherwise to dispose of any chattel or goods or any interest in any chattel or goods; (3) to release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, encumbrance, lien or other claim, which exists, or is claimed to exist, in favor of the principal, with respect to any chattel or goods or any interest in any chattel or goods; (4) to do any act of management or of conservation, with respect to any chattel or goods or to any interest in any chattel or goods owned, or claimed to be owned, by the principal, including, but not limited to, power to insure against any casualty, liability or loss, to obtain or to regain possession, or to protect such chattel or goods or interest in any chattel or goods, by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to move from place to place, to store for hire or on a gratuitous bailment, to use, to alter and to make repairs or alterations of any such chattel or goods, or interest in any chattel or goods; (5) to demand, to receive, to obtain by action, proceeding or otherwise, any money or other thing of value to which the principal is, or may become, or may claim to be, entitled as the proceeds of a chattel or goods or of any interest in any chattel or goods, or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to be reimbursed for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney; (6) to agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal; (7) to execute, to acknowledge, to seal and to deliver any conveyance, revocation, declaration or modification of trust, mortgage, lease, notice, check or other instrument which the agent may

think useful for the accomplishment of any of the purposes enumerated in this section; (8) to prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any chattel or goods transaction or to intervene in any action or proceeding relating thereto; (9) to hire, to discharge and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and (10) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any chattel or goods or interest in any chattel or goods. All powers described in this section shall be exercisable equally with respect to any chattel or goods or interest in any chattel or goods owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 4.)

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Sec. 1-46. Bond, share and commodity transactions. In a statutory short form power of attorney, the language conferring general authority with respect to bond, share and commodity transactions shall be construed to mean that the principal authorizes the agent: (1) To accept as a gift, or as security for a loan, to reject, to demand, to buy, to receive, or otherwise to acquire either ownership or possession of, any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto, together with the interest, dividends, proceeds or other distributions connected therewith; (2) to sell, including short sales, exchange, transfer either with or without a guaranty, release, surrender, hypothecate, pledge, revoke, create or modify a trust, grant options concerning, loan, trade in, or otherwise dispose of any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto; (3) to release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action, proceeding or otherwise, any pledge, encumbrance, lien or other claim as to any bond, share, instrument of similar character, commodity interest or any interest with respect thereto, when such pledge, encumbrance, lien or other claim is owned, or claimed to be owned, by the principal; (4) to do any act of management or of conservation

with respect to any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto, owned or claimed to be owned by the principal or in which the principal has or claims to have an interest, including, but not limited to, power to insure against any casualty, liability or loss; to obtain or regain possession or protect the principal's interest therein by action, proceeding or otherwise; to pay, compromise or contest taxes or assessments; to apply for refunds in connection therewith; to consent to and participate in any reorganization, recapitalization, liquidation, merger, consolidation, sale or lease, or other change in or revival of a corporation or other association, or in the financial structure of any corporation or other association, or in the priorities, voting rights or other special rights with respect thereto; to become a depositor with any protective, reorganization or similar committee of the bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, belonging to the principal; to make any payments reasonably incident to the foregoing; to exercise or sell any option, conversion or similar right; to vote in person or by the granting of a proxy, with or without the power of substitution, either discretionary, general or otherwise, for the accomplishment of any of the purposes enumerated in this section; (5) to carry in the name of a nominee selected by the agent any evidence of the ownership of any bond, share, other instrument of similar character, commodity interest or instrument with respect thereto, belonging to the principal; (6) to employ, in any way believed to be desirable by the agent, any bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, in which the principal has or claims to have any interest, for the protection or continued operation of any speculative or margin transaction personally begun or personally guaranteed, in whole or in part, by the principal; (7) to demand, receive or obtain by action, proceeding or otherwise, any money or other thing of value to which the principal is, or may become, or may claim to be, entitled as the proceeds of any interest in a bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, or of one or more of the transactions enumerated in this section; to conserve, invest, disburse or utilize anything so received for purposes enumerated in this section, and to be reimbursed for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney; (8) to agree and contract, in any manner, and with any broker or other person, and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, rescind, reform, release or modify any such agreement or contract or any other similar agreement made by or on behalf of the principal; (9) to execute, acknowledge and deliver any consent, agreement, authorization, assignment, revocation, declaration or modification of trust,

notice, waiver of notice, check or other instrument which the agent deems useful for the accomplishment of any of the purposes enumerated in this section; (10) to execute, acknowledge and file any report or certificate required by law or governmental regulation; (11) to prosecute, defend, submit to arbitration, settle and propose or accept a compromise with respect to any claim existing in favor of, or against, the principal based on or involving any bond, share or commodity transaction or to intervene in any action or proceeding relating thereto; (12) to hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and (13) in general, and in addition to all the specific acts enumerated in this section, to do any other act or acts, which the principal can do through an agent, with respect to any interest in any bond, share or other instrument of similar character, commodity, or instrument with respect to a commodity. All powers described in this section shall be exercisable equally with respect to any interest in any bond, share or other instrument of similar character, commodity, or instrument with respect to a commodity owned by the principal at the giving of the power of attorney or thereafter acquired, whether located in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 5.)

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Sec. 1-47. Banking transactions. In a statutory short form power of attorney, the language conferring general authority with respect to banking transactions shall be construed to mean that the principal authorizes the agent: (1) To continue, modify and terminate any deposit account or other banking arrangement made by or on behalf of the principal prior to the creation of the agency; (2) to open, either in the name of the agent alone, or in the name of the principal alone, or in both their names jointly or otherwise, a deposit account of any type with any banker or in any banking institution selected by the agent; to hire such safe deposit box or vault space and to make such other contracts for the procuring of other services made available by any such banker or banking institution as the agent deems desirable; (3) to make, sign and deliver checks or drafts for any purpose; to withdraw by check, order or otherwise any funds or property of the principal deposited with, or left in the custody of, any banker or banking institution, wherever located, either before or after the creation of the

agency; (4) to prepare from time to time financial statements concerning the assets and liabilities or income and expenses of the principal, and to deliver statements so prepared to any banker, banking institution or other person, whom the agent reasonably believes to be entitled thereto; (5) to receive statements, vouchers, notices or other documents from any banker or banking institution and to act with respect thereto; (6) to have such access to any safe deposit box or vault as the principal might have, if personally present; (7) to borrow money by bank overdraft, or by promissory note of the principal given for such period and at such interest rate as the agent may select; to give such security out of the assets of the principal as the agent deems desirable or necessary for any such borrowing; to pay, renew or extend the time of payment of any note so given or given by or on behalf of the principal, and to procure for the principal a loan from any banker or banking institution by any other procedure made available by such banker or institution; (8) to make, assign, endorse, discount, guarantee and negotiate, for any and all purposes, all promissory notes, bills of exchange, checks, drafts or other negotiable or nonnegotiable paper of the principal, or payable to the principal or to his order; to receive the cash or other proceeds of any such transactions; to accept any bill of exchange or draft drawn by any person upon the principal, and to pay it when due; (9) to receive for the principal and deal in and deal with any trust receipt, warehouse receipt or other negotiable or nonnegotiable instrument in which the principal has or claims to have an interest; (10) to apply for and receive letters of credit or travelers checks from any banker or banking institution selected by the agent and to give such indemnity or other agreements in connection therewith as the agent deems desirable or necessary; (11) to consent to an extension in the time of payment with respect to any commercial paper or any banking transaction in which the principal has an interest or by which the principal is, or might be, affected in any way; (12) to pay, compromise or contest taxes or assessments and to apply for refunds in connection therewith; (13) to demand, receive, obtain by action, proceeding or otherwise any money or other thing of value to which the principal is, or may become, or may claim to be, entitled as the proceeds of any banking transaction conducted by the principal himself, or by the agent in the execution of any of the powers described in this section, or partly by the principal and partly by the agent so acting; to conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section, and to be reimbursed for any expenditures properly made by him in the execution of the powers conferred upon him by the statutory short form power of attorney; (14) to execute, acknowledge, seal and deliver any instrument of any kind, in the name of the principal or otherwise, which the agent deems useful for the accomplishment of any of the purposes enumerated in this section; (15) to prosecute, defend,

submit to arbitration, settle, and propose or accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any banking transaction, or to intervene in any action or proceeding relating thereto; (16) to hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and (17) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any banking transaction which does or might in any way affect the financial or other interests of the principal. All powers described in this section shall be exercisable equally with respect to any banking transaction engaged in by the principal at the giving of the power of attorney or thereafter engaged in, and whether conducted in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 6.)

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Sec. 1-48. Business operating transactions. In a statutory short form power of attorney, the language conferring general authority with respect to business operating transactions shall be construed to mean that the principal authorizes the agent: (1) To the extent that an agent is permitted by law thus to act for a principal, to discharge and perform any duty or liability and also to exercise any right, power, privilege or option which the principal has, or claims to have, under any contract of partnership whether the principal is a general or special partner thereunder; to enforce the terms of any such partnership agreement for the protection of the principal, by action, proceeding or otherwise, as the agent deems desirable or necessary, and to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which the principal is a party because of his membership in said partnership; (2) to exercise in person or by proxy or enforce by action, proceeding or otherwise any right, power, privilege or option which the principal has as the holder of any bond, share or other instrument of similar character, and to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which the principal is a party because of any such bond, share or other instrument of similar character; (3) with respect to any business enterprise which is owned solely by the principal (A) to continue, modify, renegotiate, extend and terminate any contractual arrangements made with any person, firm, association or

corporation by or on behalf of the principal with respect thereto prior to the creation of the agency; (B) to determine the policy of such enterprise as to the location of the site or sites to be utilized for its operation, as to the nature and extent of the business to be undertaken by it, as to methods of manufacturing, selling, merchandising, financing, accounting and advertising to be employed in its operation, as to the amount and types of insurance to be carried, as to the mode of securing, compensating and dealing with accountants, attorneys, servants and other agents and employees required for its operation; to agree and contract, in any manner, and with any person and on any terms which the agent deems desirable or necessary for effectuating any or all of such decisions of the agent as to policy, and to perform, rescind, reform, release or modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal; (C) to change the name or form of organization under which such business is operated and enter into such partnership agreement with other persons or organize such corporation to take over the operation of such business, or any part thereof, as the agent deems desirable or necessary; (D) to demand and to receive all moneys which are, or may become, due to the principal, or which may be claimed by the principal or on his behalf, in the operation of such enterprise, and to control and disburse such funds in the operation of such enterprise in any way which the agent deems desirable or necessary; to engage in any banking transactions which the agent deems desirable or necessary for effectuating the execution of any of the powers of the agent described in this subdivision; (4) to prepare, sign, file and deliver all reports, compilations of information, returns or other papers with respect to any business operating transaction of the principal, which are required by any governmental agency, department or instrumentality or which the agent deems desirable or necessary for any purpose, and to make any payments with respect thereto; (5) to pay, compromise or contest taxes or assessments and to do any act or acts which the agent deems desirable or necessary to protect the principal from illegal or unnecessary taxation, fines, penalties or assessments in connection with his business operations, including power to attempt to recover, in any manner permitted by law, sums paid before or after the creation of the agency as taxes, fines, penalties or assessments; (6) to demand, receive or obtain by action, proceeding or otherwise any money, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any business operation of such principal; to conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section, and to be reimbursed for any expenditures properly made by him in the execution of the powers conferred upon him by the statutory short form power of attorney; (7) to execute, acknowledge, seal and deliver any deed, assignment, mortgage, lease, notice, consent, agreement, authorization, check

or other instrument which the agent deems useful for the accomplishment of any of the purposes enumerated in this section; (8) to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any business operating transaction or to intervene in any action or proceeding relating thereto; (9) to hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and (10) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any business operated by the principal, which the agent deems desirable or necessary for the furtherance or protection of the interests of the principal. All powers described in this section shall be exercisable equally with respect to any business in which the principal is interested at the creation of the agency or in which the principal shall thereafter become interested, and whether operated in the state of Connecticut or elsewhere.

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Sec. 1-49. Insurance transactions. In a statutory short form power of attorney, the language conferring general authority with respect to insurance transactions shall be construed to mean that the principal authorizes the agent: (1) To continue, pay the premium or assessment on, modify, rescind, release or terminate any contract of life, accident, health, disability or liability insurance or any combination of such insurance procured by or on behalf of the principal prior to the creation of the agency which insures either the principal or any other person, without regard to whether the principal is or is not a beneficiary thereunder; (2) to procure new, different or additional contracts of insurance on the life of the principal or protecting the principal with respect to ill-health, disability, accident or liability of any sort; to select the amount, the type of insurance contract and the mode of payment under each such policy; to pay the premium or assessment on, modify, rescind, release or terminate any contract so procured by the agent, and to designate the beneficiary of any such contract of insurance, provided no agent shall be such beneficiary unless such agent is the spouse, child, grandchild, parent, brother or sister of the principal; (3) to apply for and receive any available loan on the security of the contract of

insurance, whether for the payment of a premium or for the procuring of cash; to surrender and thereupon receive the cash surrender value; to exercise any election as to beneficiary or mode of payment; to change the manner of paying premiums; to change or to convert the type of insurance contract, with respect to any contract of life, accident, health, disability or liability insurance as to which the principal has, or claims to have, any one or more of the powers described in this section, and to change the beneficiary of any such contract of insurance, provided no agent shall be such new beneficiary unless such agent is the spouse, child, grandchild, parent, brother or sister of the principal; (4) to demand, receive or obtain by action, proceeding or otherwise any money, dividend or other thing of value to which the principal is, or may become, or may claim to be, entitled as the proceeds of any contract of insurance or of one or more of the transactions enumerated in this section; to conserve, invest, disburse or utilize anything so received for purposes enumerated in this section, and to be reimbursed for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney; (5) to apply for and procure any available governmental aid in the guaranteeing or paying of premiums of any contract of insurance on the life of the principal; (6) to sell, assign, hypothecate, borrow upon or pledge the interest of the principal in any contract of insurance; (7) to pay, from such proceeds or otherwise, compromise or contest, and apply for refunds in connection with, any tax or assessment levied by a taxing authority with respect to any contract of insurance or the proceeds thereof or liability accruing by reason of such tax or assessment; (8) to agree and contract, in any manner, and with any person and on any terms, which the agent may select for the accomplishment of any of the purposes enumerated in this section, and to perform, rescind, reform, release or modify any such agreement or contract; (9) to execute, acknowledge, seal and deliver any consent, demand, request, application, agreement, indemnity, authorization, assignment, pledge, notice, check, receipt, waiver or other instrument which the agent deems useful for the accomplishment of any of the purposes enumerated in this section; (10) to continue, procure, pay the premium or assessment on, modify, rescind, release, terminate or otherwise deal with any contract of insurance, other than those enumerated in subdivisions (1) and (2) of this section, whether fire, marine, burglary, compensation, disability, liability, hurricane, casualty, or other type, or any combination of insurance; to do any act or acts with respect to any such contract or with respect to its proceeds or enforcement which the agent deems to be desirable or necessary for the promotion or protection of the interests of the principal; (11) to prosecute, defend, submit to arbitration, settle and propose or accept a compromise with respect to any claim existing in favor of, or against, the principal based on or involving any insurance transaction or to

intervene in any action or proceeding relating thereto; (12) to hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section and for the keeping of needed records thereof; and (13) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with procuring, supervising, managing, modifying, enforcing and terminating contracts of insurance in which the principal is the insured or is otherwise in any way interested. All powers described in this section shall be exercisable with respect to any contract of insurance in which the principal is in any way interested, whether made in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 8.)

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Sec. 1-50. Estate transactions. In a statutory short form power of attorney, the language conferring general authority with respect to “estate transactions” shall be construed to mean that the principal authorizes the agent: (1) To the extent that an agent is permitted by law thus to act for a principal, to apply for and procure, in the name of the principal, letters of administration, letters testamentary, letters of trusteeship, or any other type of authority, either judicial or administrative; to act as a fiduciary of any sort; (2) to the extent that an agent is permitted by law thus to act for a principal, to represent and act for the principal in all ways and in all matters affecting any estate of a decedent, absentee, infant or incompetent, or any trust or other fund, out of which the principal is entitled, or claims to be entitled, to some share or payment, or with respect to which the principal is a fiduciary; (3) to accept, reject, receive, receipt for, sell, assign, release, pledge, exchange or consent to a reduction in a modification of, any share in or payment from any estate, trust or other fund; (4) to demand, obtain by action, proceeding or otherwise any money, or other thing of value to which the principal is, or may become, or may claim to be, entitled by reason of the death testate or intestate of any person or of any testamentary disposition or of any trust or by reason of the administration of the estate of a decedent or absentee or of the guardianship of an infant or incompetent or the administration of any trust or other fund; to initiate, participate in and oppose any proceeding, judicial or otherwise, for the ascertainment of the meaning, validity or effect of any deed, will, declaration of

trust or other transaction affecting in any way the interest of the principal; to initiate, participate in and oppose any proceeding, judicial or otherwise, for the removal, substitution or surcharge of a fiduciary; to conserve, invest, disburse or utilize anything so received for the purposes enumerated in this section, and to be reimbursed for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney; (5) to prepare, sign, file and deliver all reports, compilations of information, returns or papers with respect to any interest had or claimed by or on behalf of the principal in any estate, trust or other fund; to pay, compromise or contest, and apply for refunds in connection with, any tax or assessment, with respect to any interest had or claimed by or on behalf of the principal in any estate, trust or other fund or by reason of the death of any person, or with respect to any property in which such interest is had or claimed; (6) to agree and contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of the purposes enumerated in this section, and to perform, rescind, reform, release or modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal; (7) to execute, acknowledge, verify, seal, file and deliver any consent, designation, pleading, notice, demand, election, conveyance, release, assignment, check, pledge, waiver, admission of service, notice of appearance or other instrument which the agent deems useful for the accomplishment of any of the purposes enumerated in this section; (8) to submit to arbitration or settle, and to propose or accept a compromise with respect to, any controversy or claim which affects the estate of a decedent, absentee, infant or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest, and to do any and all acts which the agent deems desirable or necessary in effectuating such compromise; (9) to hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants, when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and (10) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to the estate of a decedent, absentee, infant or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest, or with respect to which the principal is a fiduciary. All powers described in this section shall be exercisable equally with respect to any estate of a decedent, absentee, infant or incompetent, or the administration of any trust or other fund, in which the principal is interested at the giving of the power of attorney or may thereafter become interested, and whether located in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 9.)

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Sec. 1-51. Claims and litigation. In a statutory short form power of attorney, the language conferring general authority with respect to claims and litigation shall be construed to mean that the principal authorizes the agent: (1) To assert and prosecute before any court, administrative board, department, commissioner or other tribunal any cause of action, claim, counterclaim, offset or defense, which the principal has, or claims to have, against any individual, partnership, association, corporation, limited liability company, government, or other person or instrumentality, including, but not limited to, power to sue for the recovery of land or of any other thing of value, for the recovery of damages sustained by the principal in any manner, for the elimination or modification of tax liability, for an injunction, for specific performance, or for any other relief; (2) to bring an action of interpleader or other action to determine adverse claims; to intervene or interplead in any action or proceeding, and to act in any litigation as amicus curiae; (3) in connection with any action or proceeding or controversy, at law or otherwise, to apply for and, if possible, procure a libel, an attachment, a garnishment, an order of arrest or other preliminary, provisional or intermediate relief and to resort to and utilize in all ways permitted by law any available procedure for the effectuation or satisfaction of the judgment, order or decree obtained; (4) in connection with any action or proceeding, at law or otherwise, to perform any act which the principal might perform, including, but not limited to, acceptance of tender, offer of judgment, admission of any facts, submission of any controversy on an agreed statement of facts, consent to examination before trial, and generally to bind the principal in the conduct of any litigation or controversy as seems desirable to the agent; (5) to submit to arbitration, settle, and propose or accept a compromise with respect to, any claim existing in favor of or against the principal, or any litigation to which the principal is or may become or be designated a party; (6) to waive the issuance and service of a summons, citation or other process upon the principal; to accept service of process; to appear for the principal; to designate persons upon whom process directed to the principal may be served; to execute and file or deliver stipulations on the principal's behalf; to verify pleadings; to appeal to appellate tribunals; to procure and give surety and indemnity bonds at such times and to such extent as the agent deems desirable or necessary; to contract and pay for the preparation and printing of records and briefs; to receive and execute and file or deliver any consent, waiver, release,

confession of judgment, satisfaction of judgment, notice, agreement or other instrument which the agent deems desirable or necessary in connection with the prosecution, settlement or defense of any claim by or against the principal or of any litigation to which the principal is or may become or be designated a party; (7) to appear for, represent and act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, whether of the principal or of some other person, with respect to any reorganization proceeding, or with respect to any receivership or application for the appointment of a receiver or trustee which, in any way, affects any interest of the principal in any land, chattel, bond, share, commodity interest, chose in action or other thing of value; (8) to hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section; (9) to pay, from funds in his control or for the account of the principal, any judgment against the principal or any settlement which may be made in connection with any transaction enumerated in this section, and to receive and conserve any moneys or other things of value paid in settlement of or as proceeds of one or more of the transactions enumerated in this section, and to receive and endorse checks and to deposit the same; and (10) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any claim by or against the principal or with litigation to which the principal is or may become or be designated a party. All powers described in this section shall be exercisable equally with respect to any claim or litigation existing at the giving of the power of attorney or thereafter arising, and whether arising in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 10; P.A. 95-79, S. 185, 189.)

History: P.A. 95-79 amended Subdiv. (1) to include a limited liability company as an entity against which the agent is authorized to assert and prosecute a claim, effective May 31, 1995.

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Sec. 1-52. Personal relationships. In a statutory short form power of attorney, the language conferring general authority with respect to personal relationships shall be construed to mean that the principal authorizes the agent: (1) To do all acts necessary for maintaining the customary standard of living of

the spouse and children and other dependents of the principal, including, but not limited to, power to provide living quarters by purchase, lease or by other contract, or by payment of the operating costs, including interest, amortization payments, repairs and taxes, of premises owned by the principal and occupied by his family or dependents, to provide normal domestic help for the operation of the household; to provide usual vacations and usual travel expenses; to provide usual educational facilities, and to provide funds for all the current living costs of such spouse, children and other dependents, including, among other things, shelter, clothing, food and incidentals; (2) to provide, whenever necessary, medical, dental and surgical care, hospitalization and custodial care for the spouse, children and other dependents of the principal; (3) to continue whatever provision has been made by the principal, prior to the creation of the agency or thereafter, for his spouse, children and other dependents, with respect to automobiles, or other means of transportation, including, but not limited to, power to license, insure and replace any automobiles owned by the principal and customarily used by the spouse, children or other dependents of the principal; (4) to continue whatever charge accounts have been operated by the principal, prior to the creation of the agency or thereafter, for the convenience of his spouse, children or other dependents; to open such new accounts as the agent deems desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by the principal to make such charges prior to the creation of the agency; (5) to continue the discharge of any services or duties assumed by the principal, prior to the creation of the agency or thereafter, to any parent, relative or friend of the principal; (6) to supervise and enforce, defend or settle any claim by or against the principal arising out of property damages or personal injuries suffered by or caused by the principal, or under such circumstances that the loss resulting therefrom will, or may, fall on the principal; (7) to continue payments incidental to the membership or affiliation of the principal in any church, club, society, order or other organization or to continue contributions thereto; (8) to demand, receive or obtain by action, proceeding or otherwise any money or other thing of value to which the principal is, or may become, or may claim to be, entitled as salary, wages, commission or other remuneration for services performed, or as a dividend or distribution upon any stock, or as interest or principal upon any indebtedness, or any periodic distribution of profits from any partnership or business in which the principal has or claims an interest, and to endorse, collect or otherwise realize upon any instrument for the payment so received; (9) to prepare, execute and file all tax, Social Security, unemployment insurance and information returns required by the laws of the United States or of any state or subdivision thereof, or of any foreign government; to prepare, execute and file

all other papers and instruments which the agent deems desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation, and to pay, to compromise, to contest or to apply for refunds in connection with any taxes or assessments for which the principal is or may be liable; (10) to utilize any asset of the principal for the performance of the powers enumerated in this section, including, but not limited to, power to draw money by check or otherwise from any bank deposit of the principal; sell any land, chattel, bond, share, commodity interest, chose in action or other asset of the principal; borrow money and pledge as security for such loan, any asset, including insurance, which belongs to the principal; (11) to execute, acknowledge, verify, seal, file and deliver any application, consent, petition, notice, release, waiver, agreement or other instrument which the agent deems useful for the accomplishment of any of the purposes enumerated in this section; (12) to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any transaction enumerated in this section or to intervene in any action or proceeding relating thereto; (13) to hire, discharge and compensate any attorney, accountant, expert witness or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and (14) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, for the welfare of the spouse, children or dependents of the principal or for the preservation and maintenance of the other personal relationships of the principal to parents, relatives, friends and organizations. All powers described in this section shall be exercisable equally whether the acts required for their execution relate to real or personal property owned by the principal at the giving of the power of attorney or thereafter acquired and whether such acts are performable in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 11.)

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Sec. 1-53. Benefits from military service. In a statutory short form power of attorney, the language conferring general authority with respect to benefits from military service shall be construed to mean that the principal authorizes

the agent: (1) To execute vouchers in the name of the principal for any allowances and reimbursements payable by the United States, or by any state or subdivision thereof, to the principal, including, but not limited to, all allowances and reimbursements for transportation of the principal and of his dependents, and for shipment of household effects; to receive, endorse and collect the proceeds of any check payable to the order of the principal drawn on the treasurer or other fiscal officer or depository of the United States or of any state or subdivision thereof; (2) to take possession and order the removal and shipment of any property of the principal from any post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private; to execute and deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument which the agent deems to be desirable or necessary for such purpose; (3) to prepare, file and prosecute the claim of the principal to any benefit or assistance, financial or otherwise, to which the principal is, or claims to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or by any state or by any subdivision thereof, or by any foreign government, which benefit or assistance arises from or is based upon military service performed prior to or after the creation of the agency by the principal or by any person related by blood or by marriage to the principal; to execute any receipt or other instrument which the agent deems desirable or necessary for the enforcement or for the collection of such claim; (4) to receive the financial proceeds of any claim of the type described in this section; to conserve, invest, disburse or utilize any proceeds so received for purposes enumerated in this section, and to be reimbursed for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney; (5) to prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any benefits from military service, or to intervene in any action or proceeding relating thereto; (6) to hire, discharge and compensate any attorney, accountant, expert witness, or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section; and (7) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, and which the agent deems desirable or necessary, to assure to the principal, and to the dependents of the principal, the maximum possible benefit from the military service performed prior to or after the creation of the agency by the principal or by any person related by blood or marriage to the principal. All powers described in this section shall be exercisable equally with respect to any benefits from military service existing at the giving of the power of attorney or

thereafter accruing, and whether accruing in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 12.)

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Sec. 1-54. Records, reports and statements. In a statutory short form power of attorney, the language conferring general authority with respect to records, reports and statements shall be construed to mean that the principal authorizes the agent: (1) To keep records of all cash received and disbursed for or on account of the principal, of all credits and debits to the account of the principal and of all transactions affecting in any way the assets and liabilities of the principal; (2) to prepare, execute and file all tax, Social Security, unemployment insurance and information returns, required by the laws of the United States, of any state or of any subdivision thereof or of any foreign government; to prepare, execute and file all other papers and instruments which the agent deems desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; (3) to prepare, execute and file any record, report or statement, which the agent deems desirable or necessary for the safeguarding or maintenance of the principal's interest, with respect to price, rent, wage or rationing control, or other governmental activity; (4) to hire, discharge and compensate any attorney, accountant, or other assistant or assistants when the agent deems such action to be desirable for the proper execution by him of any of the powers described in this section; and (5) in general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with the preparation, execution, filing, storage or other utilization of any records, reports or statements of or concerning the principal's affairs. All powers described in this section shall be exercisable equally with respect to any records, reports or statements of or concerning the affairs of the principal existing at the giving of the power of attorney or thereafter arising, and whether arising in the state of Connecticut or elsewhere.

(February, 1965, P.A. 573, S. 13.)

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Sec. 1-54a. Health care decisions. Section 1-54a is repealed, effective October 1, 2006.

(P.A. 90-71, S. 2; P.A. 91-382; P.A. 93-407, S. 4; P.A. 06-195, S. 87.)

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Sec. 1-55. General authority of agent. In a statutory short form power of attorney, the language conferring general authority with respect to all other matters shall be construed to mean that the principal authorizes the agent to act as an alter ego of the principal with respect to any matters and affairs not enumerated in sections 1-44 to 1-54, inclusive, except health care decisions, and which the principal can do through an agent.

(February, 1965, P.A. 573, S. 14; P.A. 91-406, S. 1, 29; P.A. 06-195, S. 59; P.A. 07-252, S. 2.)

History: P.A. 91-406 made a technical change, substituting reference to Sec. 1-54a for reference to Sec. 1-54; P.A. 06-195 substituted reference to Sec. 1-54 for reference to Sec. 1-54a; P.A. 07-252 removed health care decisions from the general authority conferred to an agent in a statutory short form power of attorney.

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Sec. 1-56. Additional provisions authorized in form. A power of attorney which satisfies the requirements of subsection (b) of section 1-43 is not prevented from being a statutory short form power of attorney, as that phrase is used in the sections of this chapter, by the fact that it also contains additional language which: (1) Eliminates from the power of attorney one or more of the powers enumerated in one or more of the constructional sections of this chapter with respect to a subdivision of the statutory short form power of attorney not eliminated therefrom by the principal; (2) supplements one or more of the

powers enumerated in one or more of the constructional sections in this chapter with respect to a subdivision of the statutory short form power of attorney not eliminated therefrom by the principal, by specifically listing additional powers of the agent; or (3) makes some additional provision which is not inconsistent with the other provisions of the statutory short form power of attorney.

(February, 1965, P.A. 573, S. 15.)

Sec. 1-56a. Definitions. For the purposes of this section and section 1-56b:

(1) “Account” means any account at a financial institution which is in the name of one or more natural persons and into which deposits may be made;

(2) “Power of attorney account” means an account in the name of a natural person as principal and with respect to which one or more other natural persons have been designated as agents with the right to make deposits to and to withdraw funds from or draw checks on such account;

(3) “Financial institution” means any state bank and trust company, national banking association, state or federally chartered savings bank, state or federally chartered savings and loan association or state or federally chartered credit union.

(P.A. 89-67, S. 1.)

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Sec. 1-56b. Form. Authority. Liability of financial institution. (a) The use of the following form in the creation of a power of attorney account is authorized and, when used, shall be construed in accordance with the provisions of this section:

CONNECTICUT STATUTORY DURABLE POWER OF ATTORNEY ACCOUNT

I, (Insert name and address of principal), do hereby appoint (Insert name and address of the agent, or each agent, if more than one is designated. If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word “severally”. Failure

to make any insertion or the insertion of the word “jointly” shall require the agents to act jointly.) my attorney-in-fact to deposit to my credit in account No. (Insert account number) in (Insert name of financial institution) moneys, negotiable instruments or credits acceptable by said financial institution for deposit, to withdraw from said account, either personally or by order payable either to said agent individually or to another payee, all moneys now and hereafter deposited in my name and to my credit in said account, and to sign in my name any and all required receipts, orders, drafts and withdrawal slips therefor, giving said agent full power and authority to do and perform anything whatsoever requisite and necessary to be done with respect to said account as fully as I might or could do if personally present, hereby ratifying and confirming all that said agents shall do or cause to be done by virtue hereof.

This power of attorney shall not be affected by my subsequent disability or incompetence.

Signed thisday of, 20...

(b) No provisions of section 1-56a and this section shall be construed to bar the use of any other form of power of attorney desired by the parties concerned or to require a financial institution to offer the power of attorney account created under this section.

(c) If more than one agent is designated by the principal, such agents, in the exercise of the powers conferred, shall act jointly unless the principal specifically provides that they are to act severally.

(d) The authority granted by the execution of a power of attorney in the form set forth in subsection (a) of this section shall survive the subsequent disability or incompetence of the principal.

(e) If a conservator of the estate of the principal is appointed, the power of attorney shall cease at the time of the appointment, and the person acting under the power of attorney shall account to the conservator rather than to the principal. If the principal dies, the power of attorney shall cease at the time of the principal's death, and the person acting under the power of attorney shall account to the fiduciary of the principal's estate.

(f) Payment by a financial institution of funds held in a power of attorney account in accordance with powers authorized pursuant to a power of attorney in the form set forth in subsection (a) of this section shall be a valid and

sufficient release and discharge of said financial institution from all liability for all claims for payments so made, unless and until actual written notice of termination of said power of attorney, including termination by death of the principal or by reason of the appointment of a conservator of the principal's estate, is received by an officer of said financial institution at its main office, during the regular banking hours and in such time and manner as to afford the financial institution a reasonable opportunity to act, but in no event less than two business days.

(P.A. 89-67, S. 2; P.A. 98-52, S. 12.)

History: P.A. 98-52 amended Subsec. (e) by deleting “after the occurrence of the disability or incompetence of the principal”; (Revisor’s note: In 2001 the reference in this section to the date “19..” was changed editorially by the Revisors to “20..” to reflect the new millennium).

Sec. 1-56h. Springing power of attorney. Effective upon written affidavit re occurrence of specified contingency. (a) A power of attorney executed pursuant to sections 1-43 and 1-56h to 1-56k, inclusive, shall be known as a springing power of attorney.

(b) A power of attorney duly acknowledged in accordance with section 1-43 may take effect upon the occurrence of a specified contingency, including a date certain or the occurrence of an event, provided the instrument requires that a person named in the instrument execute a written affidavit that such contingency has occurred. A power of attorney limited as provided in this subsection shall be a springing power of attorney and shall take effect upon the written affidavit of the person named in the instrument that the specified contingency has occurred.

(P.A. 93-203, S. 1.)

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Sec. 1-56i. Form of written affidavit re occurrence of specified contingency. The written affidavit referred to in section 1-56h may be in substantially the following form:

AFFIDAVIT THAT POWER OF ATTORNEY
IS IN FULL FORCE AND EFFECT

STATE OF }

 } SS:

COUNTY OF }

I, of, being duly sworn, depose and say:

THAT, of, as principal, did on, 20..., appoint me in a power of attorney dated, 20.., to execute an affidavit that a specified contingency had occurred;

THAT specified contingency was:

THAT specified contingency has occurred.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

.... L.S.

....
Witness

....
Witness

Subscribed and sworn to before me this day of, 20...

.....
Commissioner of the Superior Court
Notary Public
My commission expires:

(P.A. 93-203, S. 4.)

History: (Revisor’s note: In 2001 the references in this section to the date “19..” were changed editorially by the Revisors to “20..” to reflect the new millennium).

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Sec. 1-56j. Power of attorney to cease if conservator of estate is appointed. If a conservator of the estate of the principal is appointed, the power of attorney shall cease at the time of the appointment and the person acting under the power of attorney shall account to the conservator rather than to the principal.

(P.A. 93-203, S. 3; P.A. 98-52, S. 13.)

History: P.A. 98-52 deleted “after the occurrence of the disability or incapacity”.

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Sec. 1-56k. Probate court to resolve disputes re provisions concerning springing power of attorney. The probate court for the district in which the principal is domiciled or is located at the time of the dispute shall have jurisdiction over any dispute concerning the meaning or application of any provision of sections 1-43 and 1-56h to 1-56j, inclusive.

(P.A. 93-203, S. 2.)

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Secs. 1-56l to 1-56q. Reserved for future use.

Sec. 45a-562. (Formerly Sec. 45-69o). Power of attorney to survive disability or incompetence. (a) The subsequent disability or incompetence of a principal shall not revoke or terminate the authority of any person who acts under a power of attorney in a writing executed by the principal, if the writing contains the words “this power of attorney shall not be affected by the subsequent disability or incompetence of the principal,” or words of similar import showing the intent of the principal that the authority conferred shall be exercisable notwithstanding the principal’s subsequent disability or

incompetence; provided the power of attorney is executed and witnessed in the same manner as provided for deeds in section 47-5.

(b) If a conservator of the estate of the principal is appointed after the occurrence of the disability or incompetence referred to in subsection (a) of this section, the power of attorney shall cease at the time of the appointment, and the person acting under the power of attorney shall account to the conservator rather than to the principal.

(P.A. 76-54, S. 1, 2; P.A. 78-44; P.A. 80-476, S. 183; P.A. 81-396, S. 1.)

History: P.A. 78-44 required that power of attorney be executed and witnessed in same manner as provided for “deeds in section 47-5” rather than as provided for “wills in section 45-161”; P.A. 80-476 reworded provisions; P.A. 81-396 amended Subsec. (b) by specifying conservator as “conservator of the estate of the principal”; Sec. 45-690 transferred to Sec. 45a-562 in 1991.

See Sec. 1-42 et seq. re statutory short form power of attorney.

A statutory short form durable power of attorney, drafted to comport with this section and Sec. 1-43, must be both acknowledged and attested to by two witnesses, and the principal executing a power of attorney and his or her designated agent or attorney-in-fact must not act as one of the attesting witnesses to the power of attorney. 134 CA 265.