

**South Carolina Durable Financial Power of Attorney**

**Principal and Agent or Co-Agents**

I, \_\_\_\_\_, (hereinafter the "Principal" presently residing at \_\_\_\_\_,

in the State of South Carolina, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereby revoke all prior durable financial power of attorney documents executed by me and hereby appoint as my attorney-in-fact (hereinafter my "Agent") to make financial decisions on my behalf as described in this document:

Name of Agent: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

-OR-

I appoint the following individuals as my "co-attorneys-in-fact" (hereinafter my "Co-Agents"):

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

[include full name, address and telephone number for each Co-Agent] to make financial decisions on my behalf as described in this document. Each Co-Agent may exercise its authority independently. If a Co-Agent(s) fails or ceases to serve, the remaining Co-Agent(s) may continue to act under the power of attorney without a successor for the Co-Agent(s) who failed or ceased to serve.

**Successor Agent** - An Agent may resign by giving notice to the Principal. If the Principal is incapacitated, then notice shall be provided to the Principal's guardian, if a guardian has been appointed for the Principal; and a Co-Agent or Successor Agent. If there is no guardian, Co-Agent, or Successor Agent, then notice shall be provided to the Principal's caregiver, another person reasonably believed by the Agent to have sufficient interest in the Principal's welfare; or a governmental agency having authority to protect the welfare of the Principal.

If my Agent or all Co-Agents resign, die, become incapacitated, are not qualified to serve, or decline to serve, I appoint as my Successor Agent to make financial decisions on my behalf as described in this document:

Name of Successor Agent: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

My Successor Agent has the same authority as that granted to the original Agent or Co-Agents; and may not act until the predecessor Agent or Co-Agents have resigned, have died, have become incapacitated, or are no longer qualified to serve, or have declined to serve. A Successor Agent who is named in a

power of attorney to succeed an Agent or Co-Agents who have failed or ceased to serve is not liable for the actions taken by a previous Agent or Co-Agents. The use of the term "Agent" applies to Co-Agent(s) and Successor Agent(s).

**Nomination of Guardian / Conservator** – If there is ever a need for me to have a conservator or guardian of my estate or person, I nominate the above individual(s) named in "Principal and Agent or Co-Agents" and "Successor Agent" to serve in that capacity in the same order of preference unless the court finds good cause for the above named individuals not to act in that capacity.

**Governing Law** – This Durable Financial Power of Attorney and the actions of my Agent are governed by the laws of the State of South Carolina. My Agent should review South Carolina Uniform Power of Attorney Act (South Carolina Code of Laws, Title 62, Article 8, Parts 1-4, Section 62-8-101 and following), including subsequent amendments and all other relevant laws to ensure the Agent's conduct is in compliance with the laws of the State of South Carolina.

**Effective Date** – This Durable Financial Power of Attorney is exercisable when executed will continue until my death or revocation. This Durable Financial Power of Attorney is not terminated by my subsequent incapacity.

After the Principal's incapacity, an Agent may exercise the authority granted unto the Agent under the power of attorney only if the power of attorney has been recorded in the same manner as a deed in the county where the Principal resides at the time the instrument is recorded. If the Principal resides out of State, the power of attorney may be recorded in any county where property of the Principal is located at the time the instrument is recorded. The power of attorney may be recorded before or after the Principal's incapacity. After the Principal's incapacity and before recordation, the Agent's authority cannot be exercised.

**Termination of power of attorney or Agent's authority.** This power of attorney terminates when: the Principal dies; the Principal revokes the power of attorney; the Principal revokes the Agent's authority or the Agent dies, becomes incapacitated or resigns and the power of attorney does not provide for another Agent to act under the power of attorney.

An Agent's authority terminates: when the Principal revokes the authority; when the Agent dies, becomes incapacitated or resigns; when an action is filed for the termination or annulment of the Agent's marriage to the Principal or their legal separation; or the power of attorney terminates.

An Agent's authority is exercisable until the authority terminates under this section, notwithstanding a lapse of time since the execution of the power of attorney.

Termination of an Agent's authority or of a power of attorney is not effective as to the Agent or another person that, without actual knowledge of the termination, acts in good faith under the power of attorney. An act so performed, unless otherwise invalid or unenforceable, binds the Principal and the Principal's successors in interest.

A revocation of this power of attorney must be executed in accordance with South Carolina Code Sections 62-8-105 and 62-8-106 and, if the power of attorney has been recorded, then the revocation also must be recorded in the same county as the recorded power of attorney.

**Reimbursement and Compensation of Agent** – An Agent is entitled to reimbursement of expenses reasonably incurred on behalf of the Principal and to compensation that is reasonable under the circumstances.

**Agent's Acceptance of Appointment** — A person accepts appointment as an Agent under a power of attorney by exercising authority or performing duties as an Agent or by any other assertion or conduct indicating acceptance.

**Agent's Duties** – An Agent that has accepted appointment shall:

- Act in accordance with the Principal's reasonable expectations to the extent actually known by the Agent and otherwise act as a fiduciary under the standards of care applicable to trustees as described under Sections 62-7-802 through 62-7-803 of the South Carolina Trust Code
- Act in good faith;
- Act only within the scope of authority granted in the power of attorney;
- Act loyally for the Principal's benefit;
- Act so as not to create a conflict of interest that impairs the Agent's ability to act impartially;
- Act with the care, competence and diligence ordinarily exercised by Agents in similar circumstances;
- Keep a record of all receipts, disbursements and transactions made on behalf of the Principal;
- Cooperate with a person that has authority to make health care decisions for the Principal to carry out such decisions; and
- Attempt to preserve the Principal's estate plan, to the extent actually known by the Agent, based on all relevant factors, including:
  - The value and nature of the Principal's property;
  - The Principal's foreseeable obligations and need for maintenance;
  - Minimization of taxes, including income, estate, inheritance, generation-skipping transfer and gift taxes; and
  - Eligibility for a benefit, a program or assistance under a statute, rule or regulation.

Except as provided in Section 62-7-602(A) an Agent that acts in good faith is not liable to a beneficiary of the Principal's estate plan for failure to preserve the plan.

An Agent that acts with care, competence and diligence for the sole interest of the Principal is not liable solely because the Agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the Principal.

If an Agent is selected by the Principal because of special skills or expertise possessed by the Agent or in reliance on the Agent's representation that the Agent has special skills or expertise, the special skills or

expertise must be considered in determining whether the Agent has acted with care, competence and diligence under the circumstances.

Absent a breach of duty to the Principal, an Agent is not liable if the value of the Principal's property declines.

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

An Agent is not required to disclose receipts, disbursements or transactions conducted on behalf of the Principal unless ordered by a court or requested by the Principal, a guardian, a conservator, another fiduciary acting for the Principal, a governmental agency having authority to protect the welfare of the Principal or, upon the death of the Principal, by the personal representative or successor in interest of the Principal's estate. If so requested, within 30 days the Agent shall comply with the request or provide a writing or other record substantiating why additional time is needed and shall comply with the request within an additional 30 days.

**Exoneration of Agent and Agent's Liability** — The Agent is liable only if the Agent commits acts in which there is a breach of duty committed: dishonestly; in bath faith; with reckless indifference to the purposes of the power of attorney; through willful misconduct; through gross negligence; or with actual fraud. This exoneration is binding on the Principal and the Principal's successors in interest. An Agent that violates this chapter is liable to the Principal or the Principal's successors in interest for the amount required to restore the value of the Principal's property to what it would have been had the violation not occurred; and reimburse the Principal or the Principal's successors in interest for the attorney's fees and costs paid on the Agent's behalf.

**Agent's Resignation**— An Agent may resign by giving notice to the Principal, to the guardian if the Principal is incapacitated and one has been appointed for the Principal, and to any Co-Agent, or if none, the next Successor Agent. If there is no Successor Agent, the Agent shall provide notice to the Principal's caregiver; health care Agent, another person listed in the power of attorney as having sufficient interest in the Principal's welfare to receive the resignation; or a governmental agency having authority to protect the welfare of the Principal. If the power of attorney has been recorded then the resignation also must be recorded in the same location as the recorded power of attorney.

**Agent's Specific Powers** – For the subjects described in South Carolina Code Sections 62-8-204 through 62-8-217 my Agent is authorized with respect to that subject, to:

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

- Contract in any manner with any person, on terms agreeable to the Agent, to accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate, release or modify the contract or another contract made by or on behalf of the Principal;
- Execute, acknowledge, seal, deliver, file or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of the Principal's property and attaching it to the power of attorney;
- Initiate, participate in, submit to alternative dispute resolution, settle, oppose or propose or accept a compromise with respect to a claim existing in favor of or against the Principal or intervene in litigation relating to the claim;
- Seek on the Principal's behalf the assistance of a court or other governmental agency to carry out an act authorized in the power of attorney;
- Engage, compensate, and discharge an attorney, accountant, discretionary investment manager, expert witness, or other advisor, even though they are associated with the Agent to advise or assist the Agent in the performance of the Agent's administrative duties and to act upon their recommendation without independent investigation and, instead of acting personally, to employ one or more Agents to perform an act of administration, whether or not discretionary;
- Prepare, execute and file a record, report or other document to safeguard or promote the Principal's interest under a statute, rule or regulation;
- Communicate with any representative or employee of a government or governmental subdivision, agency or instrumentality on behalf of the Principal;
- Access communications intended for and communicate on behalf of the Principal, whether by mail, electronic transmission, telephone or other means; and
- Do any lawful act with respect to the subject and all property related to the subject.

The Principal shall initial next to each power that the Principal authorizes the Agent to have and shall strike through any power that the Principal does not authorize the Agent to have:

\_\_\_\_\_ **§ 62-8-204. Real property.**

My Agent is authorized to:

- (1) demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;
- (2) sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; 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 litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;

- (5) manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:
  - (A) insuring against liability or casualty or other loss;
  - (B) obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
  - (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
  - (D) purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;
- (6) use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;
- (7) participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:
  - (A) selling or otherwise disposing of them;
  - (B) exercising or selling an option, right of conversion, or similar right with respect to them; and
  - (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; and
- (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.

**§ 62-8-205. Tangible personal property.**

My Agent is authorized to:

- (1) demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;
- (2) sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;
- (3) grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;
- (4) release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;
- (5) manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:
  - (A) insuring against liability or casualty or other loss;
  - (B) obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
  - (C) paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
  - (D) moving the property from place to place;
  - (E) storing the property for hire or on a gratuitous bailment; and
  - (F) using and making repairs, alterations, or improvements to the property;
- (6) change the form of title of an interest in tangible personal property; and

(7) 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.

\_\_\_\_\_ **§ 62-8-206. Stocks and bonds.**

My Agent is authorized to:

- (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; and
- (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.

\_\_\_\_\_ **§ 62-8-207. Commodities and options.**

My Agent is authorized to:

- (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; and
- (2) establish, continue, modify, and terminate option accounts.

\_\_\_\_\_ **§ 62-8-208. Banks and other financial institutions.**

My Agent is authorized to:

- (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) 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;
- (7) 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;
- (8) 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;
- (9) 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; and
- (10) consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

**§ 62-8-209. Operation of entity or business.**

Subject to the terms of a document or an agreement governing an entity or an entity ownership interest, my Agent is authorized to:

- (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:
  - (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 the:
    - (i) location of its operation;
    - (ii) nature and extent of its business;
    - (iii) methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
    - (iv) amount and types of insurance carried; and
    - (v) 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; and
  - (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, 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; and
- (13) pay, compromise, or contest taxes, assessments, fines, or penalties and perform another 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.

**§ 62-8-210. Insurance and annuities.**

My Agent is authorized to:



- (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, 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 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; and
- (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.

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**§ 62-8-211. Estates, trusts, and other beneficial interests.**

(a) In this section, "estate, trust, or other beneficial interest" means a trust, probate estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the Principal is, may become, or claims to be, entitled to a share or payment.

(b) My Agent is authorized to:

- (1) accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from an estate, trust, or other beneficial interest;
- (2) demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by litigation or otherwise;
- (3) exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;
- (4) 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;
- (5) 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;
- (6) conserve, invest, disburse, or use anything received for an authorized purpose; and

(7) 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.

**§ 62-8-212. Claims and Litigation.**

My Agent is authorized to:

- (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 an available procedure to effect or satisfy a judgment, order, or decree;
- (4) make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the Principal in litigation;
- (5) submit to alternative dispute resolution, 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 whom 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; and
- (9) receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

**§ 62-8-213. Personal and Family Maintenance.**

(a) My Agent is authorized to:

- (1) perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:
  - (A) individuals legally entitled to be supported by the Principal; and
  - (B) the individuals whom the Principal has customarily supported or indicated the intent to support;
- (2) 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;
- (3) provide living quarters for the individuals described in subsection (a)(1) by:
  - (A) purchase, lease, or other contract; or

(B) paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the Principal or occupied by those individuals;

(4) 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 item (1);

(5) pay expenses for necessary health care and custodial care on behalf of the individuals described in subsection (a)(1);

(6) act as the Principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, 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;

(7) continue a provision made by the Principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in subsection (a)(1);

(8) maintain credit and debit accounts for the convenience of the individuals described in subsection (a)(1) and open new accounts;

(9) 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; and

(10) enter into financial arrangements and agreements for the admission and care of the Principal with an assisted living facility, nursing home, hospital, rehabilitative or respite facility, in home or other care providers, including hiring and firing home health care and other providers of services to the Principal.

(b) 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 pursuant to this article.

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**§ 62-8-214. Benefits from governmental programs or civil or military service.**

(a) In this section, "benefits from governmental programs or civil or military service" means a benefit, program, or assistance provided under a statute or regulation including Social Security, Medicare, and Medicaid.

(b) My Agent is authorized to:

(1) 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 Section 62-8-213(a)(1), and for shipment of their household effects;

(2) enroll in, apply for, select, reject, change, amend, or discontinue, on the Principal's behalf, a benefit or program;

(3) 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 or regulation;

(4) initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning a benefit or assistance the Principal may be entitled to receive under a statute or regulation; and

(5) receive the financial proceeds of a claim described in item (4) and conserve, invest, disburse, or use for a lawful purpose anything so received.

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**§ 62-8-215. Retirement plans.**

(a) 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 a plan or account under the following sections of the Internal Revenue Code:

- (1) an individual retirement account under Internal Revenue Code 26 U.S.C. Section 408, as amended;
- (2) a Roth individual retirement account under Internal Revenue Code 26 U.S.C. Section 408A, as amended;
- (3) a deemed individual retirement account under Internal Revenue Code 26 U.S.C. Section 408(q), as amended;
- (4) an annuity or mutual fund custodial account under Internal Revenue Code 26 U.S.C. Section 403(b), as amended;
- (5) a pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code 26 U.S.C. Section 401(a), as amended;
- (6) a plan under Internal Revenue Code 26 U.S.C. Section 457(b), as amended; and
- (7) a nonqualified deferred compensation plan under Internal Revenue Code 26 U.S.C. Section 409A, as amended.

(b) My Agent is authorized to:

- (1) select the form and timing of payments under a retirement plan, including election of survivor benefits, and withdraw benefits from a plan;
- (2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- (3) establish a retirement plan in the Principal's name;
- (4) make contributions to a retirement plan;
- (5) exercise investment powers available under a retirement plan; and
- (6) borrow from, sell assets to, or purchase assets from a retirement plan.

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**§ 62-8-216. Taxes.**

My Agent is authorized to:

- (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 other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements pursuant to Internal Revenue Code 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service, including Form 2848 or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following twenty-five 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; and
- (4) act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

**§ 62-8-217. Gifts.**

(a) In this section, a gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined in Internal Revenue Code 26 U.S.C. Section 529, as amended.

(b) My Agent is authorized to:

(1) make outright to, or for the benefit of, a person, a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion pursuant to Internal Revenue Code 26 U.S.C. Section 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if the Principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and

(2) consent, pursuant to Internal Revenue Code 26 U.S.C. Section 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

(3) An Agent may make a gift of the Principal's property only as the Agent determines is consistent with the Principal's objectives if actually known by the Agent and, if unknown, as the Agent determines is consistent with the Principal's best interest based on:

- (A) the value and nature of the Principal's property;
- (B) the Principal's foreseeable obligations and need for maintenance;
- (C) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;
- (D) eligibility for a benefit, a program, or assistance under a statute or regulation; and
- (E) the Principal's personal history of making or joining in making gifts.

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**Signature & Acknowledgement**

I am the maker of this instrument and am fully informed as to all the contents of this Durable Financial Power of Attorney. I understand the full import of this grant of powers to my Agent(s).

Principal's Signature \_\_\_\_\_ Date\_\_\_\_\_

The following subscribing witnesses have appeared before the Notary Public and swear that he or she witnessed the maker of this instrument execute the instrument as the maker's own act.

First Witness \_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

Second Witness \_\_\_\_\_

Address\_\_\_\_\_

Telephone\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

The maker and the witnesses personally appeared before me and the foregoing instrument was

acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (year), by

\_\_\_\_\_ (name of Notary Public). I am satisfied that the person(s) who made the acknowledgment or proof was the maker of or the witness to the instrument.

\_\_\_\_\_  
(Signature of Notary Public - State of South Carolina)

\_\_\_\_\_  
(Print, Type, or Stamp  
Commissioned Name of Notary Public)

**AGENT'S / SUCCESSOR AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND  
AGENT'S AUTHORITY**

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

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

I, \_\_\_\_\_ (Name of [Successor] 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) the action I desire to take is within the scope of my authority granted under the Power of Attorney;

(3) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

(4) if I was named as a Successor Agent, the prior Agent is no longer able or willing to serve; and

(5) [Insert Other Relevant Statements] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**SIGNATURE AND ACKNOWLEDGMENT**

[Successor] Agent's Signature, Date:

\_\_\_\_\_

[Successor] Agent's Name Printed:

\_\_\_\_\_

[Successor] Agent's Address:

\_\_\_\_\_

\_\_\_\_\_

[Successor] Agent's Telephone Number:

\_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_,(Date)

by\_\_\_\_\_.(Name of Notary)

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

Signature of Notary \_\_\_\_\_

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

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**CO-AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY**

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

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

We, \_\_\_\_\_ (Names of Co-Agents), certify under penalty of perjury that \_\_\_\_\_ (Name of Principal) granted us authority as an Co-Agent in a power of attorney dated \_\_\_\_\_. Each Co-Agent may exercise its authority independently.

I further certify that to each of our knowledge:

(1) the Principal is alive and has not revoked the Power of Attorney or our authority to act under the Power of Attorney and the Power of Attorney and authority to act under the Power of Attorney have not terminated;

(2) the action either of us desires to take is within the scope of the authority granted under the Power of Attorney;

(3) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

(4) if I was named as a Successor Agent, the prior Agent is no longer able or willing to serve; and

(5) [Insert Other Relevant Statements] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE AND ACKNOWLEDGMENT**

Co-Agent's Signature, Date:

Co-Agent's Signature, Date:

\_\_\_\_\_

\_\_\_\_\_

Co-Agent's Name Printed:

Co-Agent's Name Printed:

\_\_\_\_\_

\_\_\_\_\_

Co-Agent's Address:

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

Co-Agent's Address:

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

Co-Agent's Telephone Number:

\_\_\_\_\_

Co-Agent's Telephone Number:

\_\_\_\_\_

This document was acknowledged before me on \_\_\_\_\_,(Date)

by\_\_\_\_\_. (Name of Notary)

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

Signature of Notary \_\_\_\_\_

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

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