

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The Illinois Power of Attorney Act is amended by  
5 changing Sections 2-1, 2-3, 2-5, 2-7, 2-8, 2-10, 2-11, 3-3,  
6 3-4, 4-4, 4-10, and 4-12 and by adding Sections 2-10.3, 2-10.5,  
7 2-10.6, 3-3.6, 3-5, and 4-5.1 as follows:

8 (755 ILCS 45/2-1) (from Ch. 110 1/2, par. 802-1)

9 Sec. 2-1. Purpose. The General Assembly recognizes that  
10 each individual has the right to appoint an agent to make deal  
11 with property, financial, or make personal, and health care  
12 decisions for the individual but that this right cannot be  
13 fully effective unless the principal may empower the agent to  
14 act throughout the principal's lifetime, including during  
15 periods of disability, and have confidence ~~be sure~~ that third  
16 parties will honor the agent's authority at all times.

17 The General Assembly finds that in the light of modern  
18 financial needs and advances in medical science, the statutory  
19 recognition of this right of delegation in Illinois needs to be  
20 restated, which will ~~to~~, among other things, expand the ~~its~~  
21 application and the permissible scope of the agent's authority,  
22 clarify the power of the individual to authorize an agent to  
23 make financial and care decisions for the individual and better

1 protect health care personnel and other third parties who rely  
2 in good faith on the agent so that reliance will be assured.  
3 Nothing in this Act shall be deemed to authorize or encourage  
4 euthanasia, suicide or any action or course of action that  
5 violates the criminal law of this State or the United States.  
6 Similarly, nothing in this Act shall be deemed to authorize or  
7 encourage any violation of a civil right expressed in the  
8 Constitution, statutes, case law and administrative rulings of  
9 this State (including, without limitation, the right of  
10 conscience respected and protected by the Health Care Right of  
11 Conscience Act, as now or hereafter amended) or the United  
12 States or any action or course of action that violates the  
13 public policy expressed in the Constitution, statutes, case law  
14 and administrative rulings of this State or the United States.  
15 (Source: P.A. 90-655, eff. 7-30-98.)

16 (755 ILCS 45/2-3) (from Ch. 110 1/2, par. 802-3)

17 Sec. 2-3. Definitions. As used in this Act:

18 (a) "Agency" means the written power of attorney or other  
19 instrument of agency governing the relationship between the  
20 principal and agent or the relationship, itself, as appropriate  
21 to the context, and includes agencies dealing with personal or  
22 health care as well as property. An agency is subject to this  
23 Act to the extent it may be controlled by the principal,  
24 excluding agencies and powers for the benefit of the agent.

25 (b) "Agent" means the attorney-in-fact or other person

1 designated to act for the principal in the agency.

2 (c) "Disabled person" has the same meaning as in the  
3 "Probate Act of 1975", as now or hereafter amended. To be under  
4 a "disability" or "disabled" means to be a disabled person.

5 (c-5) "Incapacitated", when used to describe a principal,  
6 means that the principal is under a legal disability as defined  
7 in Section 11a-2 of the Probate Act of 1975. A principal shall  
8 also be considered incapacitated if: (i) a physician licensed  
9 to practice medicine in all of its branches has examined the  
10 principal and has determined that the principal lacks decision  
11 making capacity; (ii) that physician has made a written record  
12 of this determination and has signed the written record within  
13 90 days after the examination; and (iii) the written record has  
14 been delivered to the agent. The agent may rely conclusively on  
15 the written record.

16 (d) "Person" means an individual, corporation, trust,  
17 partnership or other entity, as appropriate to the agency.

18 (e) "Principal" means an individual (including, without  
19 limitation, an individual acting as trustee, representative or  
20 other fiduciary) who signs a power of attorney or other  
21 instrument of agency granting powers to an agent.

22 (Source: P.A. 85-701.)

23 (755 ILCS 45/2-5) (from Ch. 110 1/2, par. 802-5)

24 Sec. 2-5. Duration of agency - amendment and revocation.

25 Unless the agency states an earlier termination date, the

1 agency continues until the death of the principal,  
2 notwithstanding any lapse of time, the principal's disability  
3 or incapacity or appointment of a guardian for the principal  
4 after the agency is signed. Every agency may be amended or  
5 revoked by the principal, if the principal has the capacity to  
6 do so, at any time and in any manner communicated to the agent  
7 or to any other person related to the subject matter of the  
8 agency, except that revocation and amendment of health care  
9 agencies are governed by Section 4-6 of this Act except to the  
10 extent the terms of the agencies are inconsistent with that  
11 Section. The execution of a power of attorney does not revoke a  
12 power of attorney previously executed by the principal unless  
13 the subsequent power of attorney provides that the previous  
14 power of attorney is revoked or that all other powers of  
15 attorney are revoked.

16 (Source: P.A. 86-736.)

17 (755 ILCS 45/2-7) (from Ch. 110 1/2, par. 802-7)

18 Sec. 2-7. Duty - standard of care - record-keeping -  
19 exoneration.

20 (a) The agent shall be under no duty to exercise the powers  
21 granted by the agency or to assume control of or responsibility  
22 for any of the principal's property, care or affairs,  
23 regardless of the principal's physical or mental condition.  
24 Whenever a power is exercised, the agent shall ~~use due care to~~  
25 act in good faith for the benefit of the principal using due

1 care, competence, and diligence in accordance with the terms of  
2 the agency and shall be liable for negligent exercise. An agent  
3 who acts with due care for the benefit of the principal shall  
4 not be liable or limited merely because the agent also benefits  
5 from the act, has individual or conflicting interests in  
6 relation to the property, care or affairs of the principal or  
7 acts in a different manner with respect to the agency and the  
8 agent's individual interests. ~~The agent shall keep a record of~~  
9 ~~all receipts, disbursements, and significant actions taken~~  
10 ~~under the agency.~~ The agent shall not be affected by any  
11 amendment or termination of the agency until the agent has  
12 actual knowledge thereof. The agent shall not be liable for any  
13 loss due to error of judgment nor for the act or default of any  
14 other person.

15 (b) An agent that has accepted appointment must act in  
16 accordance with the principal's expectations to the extent  
17 actually known to the agent and otherwise in the principal's  
18 best interests.

19 (c) An agent shall keep a record of all receipts,  
20 disbursements, and significant actions taken under the  
21 authority of the agency and shall provide a copy of this record  
22 when requested to do so by:

23 (1) the principal, a guardian, another fiduciary  
24 acting on behalf of the principal, and, after the death of  
25 the principal, the personal representative or successors  
26 in interest of the principal's estate;

1           (2) a representative of a provider agency, as defined  
2           in Section 2 of the Elder Abuse and Neglect Act, acting in  
3           the course of an assessment of a complaint of elder abuse  
4           or neglect under that Act;

5           (3) a representative of the Office of the State Long  
6           Term Care Ombudsman, acting in the course of an  
7           investigation of a complaint of financial exploitation of a  
8           nursing home resident under Section 4.04 of the Illinois  
9           Act on the Aging;

10           (4) a representative of the Office of Inspector General  
11           for the Department of Human Services, acting in the course  
12           of an assessment of a complaint of financial exploitation  
13           of an adult with disabilities pursuant to Section 35 of the  
14           Abuse of Adults with Disabilities Intervention Act; or

15           (5) a court under Section 2-10 of this Act.

16           (d) If the agent fails to provide his or her record of all  
17           receipts, disbursements, and significant actions within 21  
18           days after a request under subsection (c), the elder abuse  
19           provider agency or the State Long Term Care Ombudsman may  
20           petition the court for an order requiring the agent to produce  
21           his or her record of receipts, disbursements, and significant  
22           actions. If the court finds that the agent's failure to provide  
23           his or her record in a timely manner to the elder abuse  
24           provider agency or the State Long Term Care Ombudsman was  
25           without good cause, the court may assess reasonable costs and  
26           attorney's fees against the agent, and order such other relief

1 as is appropriate.

2 (e) An agent is not required to disclose receipts,  
3 disbursements, or other significant actions conducted on  
4 behalf of the principal except as otherwise provided in the  
5 power of attorney or as required under subsection (c).

6 (f) An agent that violates this Act is liable to the  
7 principal or the principal's successors in interest for the  
8 amount required (i) to restore the value of the principal's  
9 property to what it would have been had the violation not  
10 occurred, and (ii) to reimburse the principal or the  
11 principal's successors in interest for the attorney's fees and  
12 costs paid on the agent's behalf. This subsection does not  
13 limit any other applicable legal or equitable remedies.

14 (Source: P.A. 86-736.)

15 (755 ILCS 45/2-8) (from Ch. 110 1/2, par. 802-8)

16 Sec. 2-8. Reliance on document purporting to establish an  
17 agency.

18 (a) Any person who acts in good faith reliance on a copy of  
19 a document purporting to establish an agency will be fully  
20 protected and released to the same extent as though the reliant  
21 had dealt directly with the named principal as a  
22 fully-competent person. The named agent shall furnish an  
23 affidavit or Agent's Certification and Acceptance of Authority  
24 to the reliant on demand stating that the instrument relied on  
25 is a true copy of the agency and that, to the best of the named

1 agent's knowledge, the named principal is alive and the  
2 relevant powers of the named agent have not been altered or  
3 terminated; but good faith reliance on a document purporting to  
4 establish an agency will protect the reliant without the  
5 affidavit or Agent's Certification and Acceptance of  
6 Authority.

7 (b) Upon request, the named agent in a power of attorney  
8 shall furnish an Agent's Certification and Acceptance of  
9 Authority to the reliant in substantially the following form:

10 AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

11 I, ..... (insert name of agent), certify that the  
12 attached is a true copy of a power of attorney naming the  
13 undersigned as agent or successor agent for .....  
14 (insert name of principal).

15 I certify that to the best of my knowledge the principal  
16 had the capacity to execute the power of attorney, is alive,  
17 and has not revoked the power of attorney; that my powers as  
18 agent have not been altered or terminated; and that the power  
19 of attorney remains in full force and effect.

20 I accept appointment as agent under this power of attorney.

21 This certification and acceptance is made under penalty of  
22 perjury.\*

23 Dated: .....

24 .....



1 (Agent's Signature)

2 .....

3 (Print Agent's Name)

4 .....

5 (Agent's Address)

6 \* (NOTE: Perjury is defined in Section 32-2 of the Criminal  
7 Code of 1961, and is a Class 3 felony.)

8 (c) Any person dealing with an agent named in a copy of a  
9 document purporting to establish an agency may presume, in the  
10 absence of actual knowledge to the contrary, that the document  
11 purporting to establish the agency was validly executed, that  
12 the agency was validly established, that the named principal  
13 was competent at the time of execution, and that, at the time  
14 of reliance, the named principal is alive, the agency was  
15 validly established and has not terminated or been amended, the  
16 relevant powers of the named agent were properly and validly  
17 granted and have not terminated or been amended, and the acts  
18 of the named agent conform to the standards of this Act. No  
19 person relying on a copy of a document purporting to establish  
20 an agency shall be required to see to the application of any  
21 property delivered to or controlled by the named agent or to  
22 question the authority of the named agent.

23 (d) Each person to whom a direction by the named agent in  
24 accordance with the terms of the copy of the document  
25 purporting to establish an agency is communicated shall comply

1 with that direction, and any person who fails to comply  
2 arbitrarily or without reasonable cause shall be subject to  
3 civil liability for any damages resulting from noncompliance. A  
4 health care provider who complies with Section 4-7 shall not be  
5 deemed to have acted arbitrarily or without reasonable cause.

6 (Source: P.A. 90-21, eff. 6-20-97.)

7 (755 ILCS 45/2-10) (from Ch. 110 1/2, par. 802-10)

8 Sec. 2-10. Agency-court relationship.

9 (a) Upon petition by any interested person (including the  
10 agent), with such notice to interested persons as the court  
11 directs and a finding by the court that the principal lacks  
12 either the capacity to control or the capacity to revoke the  
13 agency, the court may construe a power of attorney, review the  
14 agent's conduct, and grant appropriate relief including  
15 compensatory damages. ~~(a) if~~

16 (b) If the court finds that the agent is not acting for the  
17 benefit of the principal in accordance with the terms of the  
18 agency or that the agent's action or inaction has caused or  
19 threatens substantial harm to the principal's person or  
20 property in a manner not authorized or intended by the  
21 principal, the court may order a guardian of the principal's  
22 person or estate to exercise any powers of the principal under  
23 the agency, including the power to revoke the agency, or may  
24 enter such other orders without appointment of a guardian as  
25 the court deems necessary to provide for the best interests of

1 the principal.

2 (c) If, ~~or (b)~~ if the court finds that the agency requires  
3 interpretation, the court may construe the agency and instruct  
4 the agent, but the court may not amend the agency.

5 (d) If the court finds that the agent has not acted for the  
6 benefit of the principal in accordance with the terms of the  
7 agency and the Illinois Power of Attorney Act, or that the  
8 agent's action caused or threatened substantial harm to the  
9 principal's person or property in a manner not authorized or  
10 intended by the principal, then the agent shall not be  
11 authorized to pay or be reimbursed from the estate of the  
12 principal the attorneys' fees and costs of the agent in  
13 defending a proceeding brought pursuant to this Section.

14 (e) Upon a finding that the agent's action has caused  
15 substantial harm to the principal's person or property, the  
16 court may assess against the agent reasonable costs and  
17 attorney's fees to a prevailing party who is a provider agency  
18 as defined in Section 2 of the Elder Abuse and Neglect Act, a  
19 representative of the Office of the State Long Term Care  
20 Ombudsman, or a governmental agency having regulatory  
21 authority to protect the welfare of the principal.

22 (f) As used in this Section, the term "interested person"  
23 includes (1) the principal or the agent; (2) a guardian of the  
24 person, guardian of the estate, or other fiduciary charged with  
25 management of the principal's property; (3) the principal's  
26 spouse, parent, or descendant; (4) a person who would be a

1 presumptive heir-at-law of the principal; (5) a person named as  
2 a beneficiary to receive any property, benefit, or contractual  
3 right upon the principal's death, or as a beneficiary of a  
4 trust created by or for the principal; (6) a provider agency as  
5 defined in Section 2 of the Elder Abuse and Neglect Act, a  
6 representative of the Office of the State Long Term Care  
7 Ombudsman, or a governmental agency having regulatory  
8 authority to protect the welfare of the principal; and (7) the  
9 principal's caregiver or another person who demonstrates  
10 sufficient interest in the principal's welfare.

11 (g) Absent court order directing a guardian to exercise  
12 powers of the principal under the agency, a guardian will have  
13 no power, duty or liability with respect to any property  
14 subject to the agency or any personal or health care matters  
15 covered by the agency.

16 (h) Proceedings under this Section shall be commenced in  
17 the county where the guardian was appointed or, if no Illinois  
18 guardian is acting, then in the county where the agent or  
19 principal resides or where the principal owns real property or,  
20 ~~if the agent does not reside in Illinois, then in any county.~~

21 (i) This Section shall not be construed to limit any other  
22 remedies available.

23 (Source: P.A. 85-701.)

24 (755 ILCS 45/2-10.3 new)

25 Sec. 2-10.3. Successor agents.

1       (a) A principal may designate one or more successor agents  
2 to act if an initial or predecessor agent resigns, dies,  
3 becomes incapacitated, is not qualified to serve, or declines  
4 to serve. A principal may grant authority to another person,  
5 designated by name, by office, or by function, including an  
6 initial or successor agent, to designate one or more successor  
7 agents. Unless a power of attorney otherwise provides, a  
8 successor agent has the same authority as that granted to an  
9 initial agent.

10       (b) An agent is not liable for the actions of another  
11 agent, including a predecessor agent, unless the agent  
12 participates in or conceals a breach of fiduciary duty  
13 committed by the other agent. An agent who has knowledge of a  
14 breach or imminent breach of fiduciary duty by another agent  
15 must notify the principal and, if the principal is  
16 incapacitated, take whatever actions may be reasonably  
17 appropriate in the circumstances to safeguard the principal's  
18 best interest.

19       (c) Any person who acts in good faith reliance on the  
20 representation of a successor agent regarding the  
21 unavailability of a predecessor agent will be fully protected  
22 and released to the same extent as though the reliant had dealt  
23 directly with the predecessor agent. Upon request, the  
24 successor agent shall furnish an affidavit or Successor Agent's  
25 Certification and Acceptance of Authority to the reliant, but  
26 good faith reliance on a document purporting to establish an

1 agency will protect the reliant without the affidavit or  
2 Successor Agent's Certification and Acceptance of Authority. A  
3 Successor Agent's Certification and Acceptance of Authority  
4 shall be in substantially the following form:

5 SUCCESSOR AGENT'S  
6 CERTIFICATION AND ACCEPTANCE OF AUTHORITY

7 I certify that the attached is a true copy of a power of  
8 attorney naming the undersigned as agent or successor agent for  
9 ..... (insert name of principal).

10 I certify that to the best of my knowledge the principal  
11 had the capacity to execute the power of attorney, is alive,  
12 and has not revoked the power of attorney; that my powers as  
13 agent have not been altered or terminated; and that the power  
14 of attorney remains in full force and effect.

15 I certify that to the best of my knowledge .....  
16 (insert name of unavailable agent) is unavailable due to  
17 ..... (specify death, resignation, absence,  
18 illness, or other temporary incapacity).

19 I accept appointment as agent under this power of attorney.  
20 This certification and acceptance is made under penalty of  
21 perjury.\*

22 Dated: .....

23 .....  
24 (Agent's Signature)

1 .....

2 (Print Agent's Name)

3 .....

4 (Agent's Address)

5 \* (NOTE: Perjury is defined in Section 32-2 of the Criminal  
6 Code of 1961, and is a Class 3 felony.)

7 (755 ILCS 45/2-10.5 new)

8 Sec. 2-10.5. Co-agents.

9 (a) Co-agents may not be named by a principal in a  
10 statutory short form power of attorney for property under  
11 Article III or a statutory short form power of attorney for  
12 health care under Article IV. In the event that co-agents are  
13 named in any other form of power of attorney, then the  
14 provisions of this Section shall govern the use and acceptance  
15 of co-agency designations.

16 (b) Unless the power of attorney or this Section otherwise  
17 provides, authority granted to 2 or more co-agents is  
18 exercisable only by their majority consent. However, if prompt  
19 action is required to accomplish the purposes of the power of  
20 attorney or to avoid irreparable injury to the principal's  
21 interests and an agent is unavailable because of absence,  
22 illness, or other temporary incapacity, the other agent or  
23 agents may act for the principal. If a vacancy occurs in one or  
24 more of the designations of agent under a power of attorney,  
25 the remaining agent or agents may act for the principal.

1       (c) An agent is not liable for the actions of another  
2 agent, including a co-agent or predecessor agent, unless the  
3 agent participates in or conceals a breach of fiduciary duty  
4 committed by the other agent. An agent who has knowledge of a  
5 breach or imminent breach of fiduciary duty by another agent  
6 must notify the principal and, if the principal is  
7 incapacitated, take whatever actions may be reasonably  
8 appropriate in the circumstances to safeguard the principal's  
9 best interest.

10       (d) Any person who acts in good faith reliance on the  
11 representation of a co-agent regarding the unavailability of a  
12 predecessor agent or one or more co-agents, or the need for  
13 prompt action to accomplish the purposes of the power of  
14 attorney or to avoid irreparable injury to the principal's  
15 interests, will be fully protected and released to the same  
16 extent as though the reliant had dealt directly with all named  
17 agents. Upon request, the co-agent shall furnish an affidavit  
18 or Co-Agent's Certification and Acceptance of Authority to the  
19 reliant, but good faith reliance on a document purporting to  
20 establish an agency will protect the reliant without the  
21 affidavit or Co-Agent's Certification and Acceptance of  
22 Authority. A Co-Agent's Certification and Acceptance of  
23 Authority shall be in substantially the following form:

24                   CO-AGENT'S

25                   CERTIFICATION AND ACCEPTANCE OF AUTHORITY



1       I certify that the attached is a true copy of a power of  
2 attorney naming the undersigned as agent or co-agent for  
3 ..... (insert name of principal).

4       I certify that to the best of my knowledge the principal  
5 had the capacity to execute the power of attorney, is alive,  
6 and has not revoked the power of attorney; that my powers as  
7 agent have not been altered or terminated; and that the power  
8 of attorney remains in full force and effect.

9       I certify that to the best of my knowledge .....  
10 (insert name of unavailable agent) is unavailable due to  
11 ..... (specify death, resignation, absence,  
12 illness, or other temporary incapacity).

13       I certify that prompt action is required to accomplish the  
14 purposes of the power of attorney or to avoid irreparable  
15 injury to the principal's interests.

16       I accept appointment as agent under this power of attorney.  
17       This certification and acceptance is made under penalty of  
18 perjury.\*

19       Dated: .....

.....

(Agent's Signature)

.....

(Print Agent's Name)

.....

(Agent's Address)

1       \* (NOTE: Perjury is defined in Section 32-2 of the Criminal  
2 Code of 1961, and is a Class 3 felony.)

3           (755 ILCS 45/2-10.6 new)

4       Sec. 2-10.6. Power of attorney executed in another state or  
5 country; pre-existing powers of attorney.

6       (a) A power of attorney executed in another state or  
7 country is valid and enforceable in this State if its creation  
8 complied when executed with:

9           (1) the law of the state or country in which the power  
10 of attorney was executed;

11           (2) the law of this State;

12           (3) the law of the state or country where the principal  
13 is domiciled, has a place of abode or business, or is a  
14 national; or

15           (4) the law of the state or country where the agent is  
16 domiciled or has a place of business.

17       (b) A power of attorney executed in this State before the  
18 effective date of this amendatory Act of the 96th General  
19 Assembly is valid and enforceable in this State if its creation  
20 complied with the law of this State as it existed at the time  
21 of execution.

22           (755 ILCS 45/2-11) (from Ch. 110 1/2, par. 802-11)

23       Sec. 2-11. Saving clause. This Act does not in any way  
24 invalidate any agency executed or any act of any agent done, or

1 affect any claim, right or remedy that accrued, prior to  
2 September 22, 1987.

3 This amendatory Act of the 96th General Assembly does not  
4 in any way invalidate any agency executed or any act of any  
5 agent done, or affect any claim, right, or remedy that accrued  
6 prior to the effective date of this amendatory Act of the 96th  
7 General Assembly.

8 (Source: P.A. 86-736.)

9 (755 ILCS 45/3-3) (from Ch. 110 1/2, par. 803-3)

10 Sec. 3-3. Statutory short form power of attorney for  
11 property.

12 (a) The ~~following~~ form prescribed in this Section may be  
13 known as "statutory property power" and may be used to grant an  
14 agent powers with respect to property and financial matters.  
15 The "statutory property power" consists of the following: (1)  
16 Notice to the Individual Signing the Illinois Statutory Short  
17 Form Power of Attorney for Property; (2) Illinois Statutory  
18 Short Form Power of Attorney for Property; and (3) Notice to  
19 Agent. When a power of attorney in substantially the ~~following~~  
20 form prescribed in this Section is used, including all 3 items  
21 above, with item (1), the Notice to Individual Signing the  
22 Illinois Statutory Short Form Power of Attorney for Property,  
23 on a separate sheet (coversheet) in 14-point type the "notice"  
24 paragraph at the beginning in capital letters and the notarized  
25 form of acknowledgment at the end, it shall have the meaning

1 and effect prescribed in this Act.

2 (b) A power of attorney shall also be deemed to be in  
3 substantially the same format as the statutory form if the  
4 explanatory language throughout the form (the language  
5 following the designation "NOTE:") is distinguished in some way  
6 from the legal paragraphs in the form, such as the use of  
7 boldface or other difference in typeface and font or point  
8 size, even if the "Notice" paragraphs at the beginning are not  
9 on a separate sheet of paper or are not in 14-point type, or if  
10 the principal's initials do not appear in the acknowledgement  
11 at the end of the "Notice" paragraphs.

12 The validity of a power of attorney as meeting the  
13 requirements of a statutory property power shall not be  
14 affected by the fact that one or more of the categories of  
15 optional powers listed in the form are struck out or the form  
16 includes specific limitations on or additions to the agent's  
17 powers, as permitted by the form. Nothing in this Article shall  
18 invalidate or bar use by the principal of any other or  
19 different form of power of attorney for property. Nonstatutory  
20 property powers (i) must be executed by the principal, (ii)  
21 must ~~and~~ designate the agent and the agent's powers, (iii) must  
22 be signed by at least one witness to the principal's signature,  
23 and (iv) must indicate that the principal has acknowledged his  
24 or her signature before a notary public. However, nonstatutory  
25 property powers, ~~but they need not be acknowledged or~~ conform  
26 in any other respect to the statutory property power.

1       (c) The Notice to the Individual Signing the Illinois  
2       Statutory Short Form Power of Attorney for Property shall be  
3       substantially as follows:

4               "NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS  
5               STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY.

6       PLEASE READ THIS NOTICE CAREFULLY. The form that you will  
7       be signing is a legal document. It is governed by the Illinois  
8       Power of Attorney Act. If there is anything about this form  
9       that you do not understand, you should ask a lawyer to explain  
10       it to you.

11       The purpose of this Power of Attorney is to give your  
12       designated "agent" broad powers to handle your financial  
13       affairs, which may include the power to pledge, sell, or  
14       dispose of any of your real or personal property, even without  
15       your consent or any advance notice to you. When using the  
16       Statutory Short Form, you may name successor agents, but you  
17       may not name co-agents.

18       This form does not impose a duty upon your agent to handle  
19       your financial affairs, so it is important that you select an  
20       agent who will agree to do this for you. It is also important  
21       to select an agent whom you trust, since you are giving that  
22       agent control over your financial assets and property. Any  
23       agent who does act for you has a duty to act in good faith for  
24       your benefit and to use due care, competence, and diligence. He

1 or she must also act in accordance with the law and with the  
2 directions in this form. Your agent must keep a record of all  
3 receipts, disbursements, and significant actions taken as your  
4 agent.

5 Unless you specifically limit the period of time that this  
6 Power of Attorney will be in effect, your agent may exercise  
7 the powers given to him or her throughout your lifetime, both  
8 before and after you become incapacitated. A court, however,  
9 can take away the powers of your agent if it finds that the  
10 agent is not acting properly. You may also revoke this Power of  
11 Attorney if you wish.

12 This Power of Attorney does not authorize your agent to  
13 appear in court for you as an attorney-at-law or otherwise to  
14 engage in the practice of law unless he or she is a licensed  
15 attorney who is authorized to practice law in Illinois.

16 The powers you give your agent are explained more fully in  
17 Section 3-4 of the Illinois Power of Attorney Act. This form is  
18 a part of that law. The "NOTE" paragraphs throughout this form  
19 are instructions.

20 You are not required to sign this Power of Attorney, but it  
21 will not take effect without your signature. You should not  
22 sign this Power of Attorney if you do not understand everything  
23 in it, and what your agent will be able to do if you do sign it.

24 Please place your initials on the following line indicating  
25 that you have read this Notice:

1

.....

2

Principal's initials"

3

(d) The Illinois Statutory Short Form Power of Attorney for

4

Property shall be substantially as follows:

5

"ILLINOIS STATUTORY SHORT FORM

6

POWER OF ATTORNEY FOR PROPERTY

7

~~(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE~~

8

~~THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE~~

9

~~YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR~~

10

~~OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT~~

11

~~ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT~~

12

~~IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT~~

13

~~WHEN POWERS ARE EXERCISED, YOUR AGENT WILL HAVE TO USE DUE CARE~~

14

~~TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM AND~~

15

~~KEEP A RECORD OF RECEIPTS, DISBURSEMENTS AND SIGNIFICANT~~

16

~~ACTIONS TAKEN AS AGENT. A COURT CAN TAKE AWAY THE POWERS OF~~

17

~~YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU~~

18

~~MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO AGENTS.~~

19

~~UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE~~

20

~~MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT~~

21

~~ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE~~

22

~~THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU~~

23

~~BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED~~

1 ~~MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM~~  
 2 ~~POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A~~  
 3 ~~PART (SEE THE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS~~  
 4 ~~THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY~~  
 5 ~~DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT~~  
 6 ~~UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)~~

7 ~~POWER OF ATTORNEY made this .... day of ..... (month)~~  
 8 ~~..... (year)~~

9 1. I, ....., (insert name and address of  
 10 principal) hereby revoke all prior powers of attorney for  
 11 property executed by me and appoint:

12 .....  
 13 (insert name and address of agent)

14 (NOTE: You may not name co-agents using this form.)

15 as my attorney-in-fact (my "agent") to act for me and in my  
 16 name (in any way I could act in person) with respect to the  
 17 following powers, as defined in Section 3-4 of the "Statutory  
 18 Short Form Power of Attorney for Property Law" (including all  
 19 amendments), but subject to any limitations on or additions to  
 20 the specified powers inserted in paragraph 2 or 3 below:

21 (NOTE: You must strike out any one or more of the following  
 22 categories of powers you do not want your agent to have.  
 23 Failure to strike the title of any category will cause the  
 24 powers described in that category to be granted to the agent.  
 25 To strike out a category you must draw a line through the title



1 of that category.) ~~(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE~~  
2 ~~FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO~~  
3 ~~HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE~~  
4 ~~THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE~~  
5 ~~AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH~~  
6 ~~THE TITLE OF THAT CATEGORY.)~~

7 (a) Real estate transactions.

8 (b) Financial institution transactions.

9 (c) Stock and bond transactions.

10 (d) Tangible personal property transactions.

11 (e) Safe deposit box transactions.

12 (f) Insurance and annuity transactions.

13 (g) Retirement plan transactions.

14 (h) Social Security, employment and military service  
15 benefits.

16 (i) Tax matters.

17 (j) Claims and litigation.

18 (k) Commodity and option transactions.

19 (l) Business operations.

20 (m) Borrowing transactions.

21 (n) Estate transactions.

22 (o) All other property ~~powers and~~ transactions.

23 (NOTE: Limitations on and additions to the agent's powers may  
24 be included in this power of attorney if they are specifically  
25 described below.) ~~(LIMITATIONS ON AND ADDITIONS TO THE AGENT'S~~  
26 ~~POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE~~

1 ~~SPECIFICALLY DESCRIBED BELOW.)~~

2 2. The powers granted above shall not include the following  
3 powers or shall be modified or limited in the following  
4 particulars:

5 (NOTE: Here ~~here~~ you may include any specific limitations you  
6 deem appropriate, such as a prohibition or conditions on the  
7 sale of particular stock or real estate or special rules on  
8 borrowing by the agent.)~~+~~

9 .....  
10 .....  
11 .....  
12 .....  
13 .....

14 3. In addition to the powers granted above, I grant my  
15 agent the following powers:

16 (NOTE: Here ~~here~~ you may add any other delegable powers  
17 including, without limitation, power to make gifts, exercise  
18 powers of appointment, name or change beneficiaries or joint  
19 tenants or revoke or amend any trust specifically referred to  
20 below.)~~+~~

21 .....  
22 .....  
23 .....  
24 .....  
25 .....

26 (NOTE: Your agent will have authority to employ other persons

1 as necessary to enable the agent to properly exercise the  
2 powers granted in this form, but your agent will have to make  
3 all discretionary decisions. If you want to give your agent the  
4 right to delegate discretionary decision-making powers to  
5 others, you should keep paragraph 4, otherwise it should be  
6 struck out.) ~~(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER~~  
7 ~~PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE~~  
8 ~~THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO~~  
9 ~~MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR~~  
10 ~~AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION MAKING~~  
11 ~~POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE~~  
12 ~~IT SHOULD BE STRUCK OUT.)~~

13 4. My agent shall have the right by written instrument to  
14 delegate any or all of the foregoing powers involving  
15 discretionary decision-making to any person or persons whom my  
16 agent may select, but such delegation may be amended or revoked  
17 by any agent (including any successor) named by me who is  
18 acting under this power of attorney at the time of reference.

19 (NOTE: Your agent will be entitled to reimbursement for all  
20 reasonable expenses incurred in acting under this power of  
21 attorney. Strike out paragraph 5 if you do not want your agent  
22 to also be entitled to reasonable compensation for services as  
23 agent.) ~~(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL~~  
24 ~~REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF~~  
25 ~~ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR~~  
26 ~~AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR~~

1 ~~SERVICES AS AGENT.)~~

2 5. My agent shall be entitled to reasonable compensation  
3 for services rendered as agent under this power of attorney.

4 (NOTE: This power of attorney may be amended or revoked by you  
5 at any time and in any manner. Absent amendment or revocation,  
6 the authority granted in this power of attorney will become  
7 effective at the time this power is signed and will continue  
8 until your death, unless a limitation on the beginning date or  
9 duration is made by initialing and completing one or both of  
10 paragraphs 6 and 7:) ~~(THIS POWER OF ATTORNEY MAY BE AMENDED OR~~

11 ~~REVOKED BY YOU AT ANY TIME AND IN ANY MANNER. ABSENT AMENDMENT~~  
12 ~~OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY~~  
13 ~~WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL~~  
14 ~~CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING~~  
15 ~~DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER~~  
16 ~~(OR BOTH) OF THE FOLLOWING:)~~

17 6. ( ) This power of attorney shall become effective on  
18 .....

19 (NOTE: Insert ~~insert~~ a future date or event during your  
20 lifetime, such as a court determination of your disability or a  
21 written determination by your physician that you are  
22 incapacitated, when you want this power to first take effect.)

23 7. ( ) This power of attorney shall terminate on  
24 .....

25 (NOTE: Insert ~~insert~~ a future date or event, such as a court  
26 determination that you are not under a legal disability or a

1 written determination by your physician that you are not  
2 incapacitated, if ~~of your disability, when~~ you want this power  
3 to terminate prior to your death.)

4 (NOTE: If you wish to name one or more successor agents, insert  
5 the name and address of each successor agent in paragraph 8.)

6 ~~(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND~~  
7 ~~ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)~~

8 8. If any agent named by me shall die, become incompetent,  
9 resign or refuse to accept the office of agent, I name the  
10 following (each to act alone and successively, in the order  
11 named) as successor(s) to such agent:

12 .....  
13 .....

14 For purposes of this paragraph 8, a person shall be considered  
15 to be incompetent if and while the person is a minor or an  
16 adjudicated incompetent or disabled person or the person is  
17 unable to give prompt and intelligent consideration to business  
18 matters, as certified by a licensed physician.

19 (NOTE: If you wish to, you may name your agent as guardian of  
20 your estate if a court decides that one should be appointed. To  
21 do this, retain paragraph 9, and the court will appoint your  
22 agent if the court finds that this appointment will serve your  
23 best interests and welfare. Strike out paragraph 9 if you do  
24 not want your agent to act as guardian.) ~~(IF YOU WISH TO NAME~~  
25 ~~YOUR AGENT AS GUARDIAN OF YOUR ESTATE, IN THE EVENT A COURT~~  
26 ~~DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT~~

1 ~~REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE~~  
 2 ~~COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH~~  
 3 ~~APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE~~  
 4 ~~OUT PARAGRAPH 9 IF YOU DO NOT WANT YOUR AGENT TO ACT AS~~  
 5 ~~GUARDIAN.)~~

6 9. If a guardian of my estate (my property) is to be  
 7 appointed, I nominate the agent acting under this power of  
 8 attorney as such guardian, to serve without bond or security.

9 10. I am fully informed as to all the contents of this form  
 10 and understand the full import of this grant of powers to my  
 11 agent.

12 (NOTE: This form does not authorize your agent to appear in  
 13 court for you as an attorney-at-law or otherwise to engage in  
 14 the practice of law unless he or she is a licensed attorney who  
 15 is authorized to practice law in Illinois.)

16 11. The Notice to Agent is incorporated by reference and  
 17 included as part of this form.

18 Dated: .....

19 Signed .....

20 (principal)

21 ~~(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND~~  
 22 ~~SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU~~  
 23 ~~INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST~~  
 24 ~~COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE~~  
 25 ~~AGENTS.)~~

26 ~~Specimen signatures of~~ I certify that the signatures

1 ~~agent (and successors) of my agent (and successors)~~  
2 ~~are correct.~~

3 .....  
4 ~~(agent) (principal)~~

5 .....  
6 ~~(successor agent) (principal)~~

7 .....  
8 ~~(successor agent) (principal)~~

9 (NOTE: This power of attorney will not be effective unless it  
10 is signed by at least one witness and your signature is  
11 notarized, using the form below. The notary may not also sign  
12 as a witness.) ~~(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE~~  
13 ~~UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL~~  
14 ~~WITNESS, USING THE FORM BELOW.)~~

15 The undersigned witness certifies that ....., known  
16 to me to be the same person whose name is subscribed as  
17 principal to the foregoing power of attorney, appeared before  
18 me and the notary public and acknowledged signing and  
19 delivering the instrument as the free and voluntary act of the  
20 principal, for the uses and purposes therein set forth. I  
21 believe him or her to be of sound mind and memory. The  
22 undersigned witness also certifies that the witness is not: (a)  
23 the attending physician or mental health service provider or a  
24 relative of the physician or provider; (b) an owner, operator,

1 or relative of an owner or operator of a health care facility  
 2 in which the principal is a patient or resident; (c) a parent,  
 3 sibling, descendant, or any spouse of such parent, sibling, or  
 4 descendant of either the principal or any agent or successor  
 5 agent under the foregoing power of attorney, whether such  
 6 relationship is by blood, marriage, or adoption; or (d) an  
 7 agent or successor agent under the foregoing power of attorney.

8 Dated: .....

9 .....

10 Witness

11 (NOTE: Illinois requires only one witness, but other  
 12 jurisdictions may require more than one witness. If you wish to  
 13 have a second witness, have him or her certify and sign here:)

14 (Second witness) The undersigned witness certifies that  
 15 ....., known to me to be the same person whose name  
 16 is subscribed as principal to the foregoing power of attorney,  
 17 appeared before me and the notary public and acknowledged  
 18 signing and delivering the instrument as the free and voluntary  
 19 act of the principal, for the uses and purposes therein set  
 20 forth. I believe him or her to be of sound mind and memory. The  
 21 undersigned witness also certifies that the witness is not: (a)  
 22 the attending physician or mental health service provider or a  
 23 relative of the physician or provider; (b) an owner, operator,  
 24 or relative of an owner or operator of a health care facility



1 in which the principal is a patient or resident; (c) a parent,  
 2 sibling, descendant, or any spouse of such parent, sibling, or  
 3 descendant of either the principal or any agent or successor  
 4 agent under the foregoing power of attorney, whether such  
 5 relationship is by blood, marriage, or adoption; or (d) an  
 6 agent or successor agent under the foregoing power of attorney.

7 Dated: .....

8 .....

9 Witness

10 State of .....

11 ) SS.

12 County of .....

13 The undersigned, a notary public in and for the above  
 14 county and state, certifies that .....,  
 15 known to me to be the same person whose name is subscribed as  
 16 principal to the foregoing power of attorney, appeared before  
 17 me and the witness(es) ..... (and .....)  
 18 ~~additional witness~~ in person and acknowledged signing and  
 19 delivering the instrument as the free and voluntary act of the  
 20 principal, for the uses and purposes therein set forth (, and  
 21 certified to the correctness of the signature(s) of the  
 22 agent(s)).

23 Dated: ..... ~~(SEAL)~~

24 .....

25 Notary Public

1 My commission expires .....

2 (NOTE: You may, but are not required to, request your agent and  
3 successor agents to provide specimen signatures below. If you  
4 include specimen signatures in this power of attorney, you must  
5 complete the certification opposite the signatures of the  
6 agents.)

7 Specimen signatures of  
8 agent (and successors)

I certify that the signatures  
of my agent (and successors)  
are genuine.

9 .....  
10 .....  
11 (agent)

.....  
.....  
(principal)

12 .....  
13 (successor agent)

.....  
.....  
(principal)

14 .....  
15 (successor agent)

.....  
.....  
(principal)

16 ~~The undersigned witness certifies that ....., known~~  
17 ~~to me to be the same person whose name is subscribed as~~  
18 ~~principal to the foregoing power of attorney, appeared before~~  
19 ~~me and the notary public and acknowledged signing and~~  
20 ~~delivering the instrument as the free and voluntary act of the~~  
21 ~~principal, for the uses and purposes therein set forth. I~~  
22 ~~believe him or her to be of sound mind and memory.~~

23 Dated: ..... (SEAL)

1 .....  
.....

2 Witness

3 (NOTE: The name, address, and phone number of the person  
4 preparing this form or who assisted the principal in completing  
5 this form should be inserted below.) ~~(THE NAME AND ADDRESS OF~~  
6 ~~THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT~~  
7 ~~WILL HAVE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)~~

8 Name: .....

9 Address: .....

10 .....

11 .....

12 Phone: .....

13 ~~This document was prepared by:~~

14 .....

15 ..... "

16 (e) Notice to Agent. The following form may be known as  
17 "Notice to Agent" and shall be supplied to an agent appointed  
18 under a power of attorney for property.

19 "NOTICE TO AGENT

20 When you accept the authority granted under this power of  
21 attorney a special legal relationship, known as agency, is  
22 created between you and the principal. Agency imposes upon you  
23 duties that continue until you resign or the power of attorney

1 is terminated or revoked.

2 As agent you must:

3 (1) do what you know the principal reasonably expects  
4 you to do with the principal's property;

5 (2) act in good faith for the best interest of the  
6 principal, using due care, competence, and diligence;

7 (3) keep a complete and detailed record of all  
8 receipts, disbursements, and significant actions conducted  
9 for the principal;

10 (4) attempt to preserve the principal's estate plan, to  
11 the extent actually known by the agent, if preserving the  
12 plan is consistent with the principal's best interest; and

13 (5) cooperate with a person who has authority to make  
14 health care decisions for the principal to carry out the  
15 principal's reasonable expectations to the extent actually  
16 in the principal's best interest.

17 As agent you must not do any of the following:

18 (1) act so as to create a conflict of interest that is  
19 inconsistent with the other principles in this Notice to  
20 Agent;

21 (2) do any act beyond the authority granted in this  
22 power of attorney;

23 (3) commingle the principal's funds with your funds;

24 (4) borrow funds or other property from the principal,  
25 unless otherwise authorized;

26 (5) continue acting on behalf of the principal if you

1       learn of any event that terminates this power of attorney  
2       or your authority under this power of attorney, such as the  
3       death of the principal, your legal separation from the  
4       principal, or the dissolution of your marriage to the  
5       principal.

6       If you have special skills or expertise, you must use those  
7       special skills and expertise when acting for the principal. You  
8       must disclose your identity as an agent whenever you act for  
9       the principal by writing or printing the name of the principal  
10      and signing your own name "as Agent" in the following manner:

11       "(Principal's Name) by (Your Name) as Agent"

12       The meaning of the powers granted to you is contained in  
13      Section 3-4 of the Illinois Power of Attorney Act, which is  
14      incorporated by reference into the body of the power of  
15      attorney for property document.

16       If you violate your duties as agent or act outside the  
17      authority granted to you, you may be liable for any damages,  
18      including attorney's fees and costs, caused by your violation.

19       If there is anything about this document or your duties  
20      that you do not understand, you should seek legal advice from  
21      an attorney."

22       (f) The requirement of the signature of a witness in  
23      addition to the principal and the notary, ~~an additional witness~~  
24      imposed by Public Act 91-790, ~~this amendatory Act of the 91st~~  
25      General Assembly applies only to instruments executed on or

1 after June 9, 2000 (the effective date of that Public Act).  
2 ~~this amendatory Act of the 91st General Assembly.~~

3 (NOTE: This amendatory Act of the 96th General Assembly deletes  
4 provisions that referred to the one required witness as an  
5 "additional witness", and it also provides for the signature of  
6 an optional "second witness".)

7 (Source: P.A. 91-790, eff. 6-9-00.)

8 (755 ILCS 45/3-3.6 new)

9 Sec. 3-3.6. Limitations on who may witness property powers.

10 (a) Every property power shall bear the signature of a  
11 witness to the signing of the agency and shall be notarized.  
12 None of the following may serve as a witness to the signing of  
13 a property power or as a notary public notarizing the property  
14 power:

15 (1) the attending physician or mental health service  
16 provider of the principal, or a relative of the physician  
17 or provider;

18 (2) an owner, operator, or relative of an owner or  
19 operator of a health care facility in which the principal  
20 is a patient or resident;

21 (3) a parent, sibling, or descendant, or the spouse of  
22 a parent, sibling, or descendant, of either the principal  
23 or any agent or successor agent, regardless of whether the  
24 relationship is by blood, marriage, or adoption;

25 (4) an agent or successor agent for property.

1       (b) The prohibition on the operator of a health care  
2 facility from serving as a witness shall extend to directors  
3 and executive officers of an operator that is a corporate  
4 entity but not other employees of the operator.

5           (755 ILCS 45/3-4) (from Ch. 110 1/2, par. 803-4)

6       Sec. 3-4. Explanation of powers granted in the statutory  
7 short form power of attorney for property. This Section defines  
8 each category of powers listed in the statutory short form  
9 power of attorney for property and the effect of granting  
10 powers to an agent, and is incorporated by reference into the  
11 statutory short form. Incorporation by reference does not  
12 require physical attachment of a copy of this Section 3-4 to  
13 the statutory short form power of attorney for property. When  
14 the title of any of the following categories is retained (not  
15 struck out) in a statutory property power form, the effect will  
16 be to grant the agent all of the principal's rights, powers and  
17 discretions with respect to the types of property and  
18 transactions covered by the retained category, subject to any  
19 limitations on the granted powers that appear on the face of  
20 the form. The agent will have authority to exercise each  
21 granted power for and in the name of the principal with respect  
22 to all of the principal's interests in every type of property  
23 or transaction covered by the granted power at the time of  
24 exercise, whether the principal's interests are direct or  
25 indirect, whole or fractional, legal, equitable or

1 contractual, as a joint tenant or tenant in common or held in  
2 any other form; but the agent will not have power under any of  
3 the statutory categories (a) through (o) to make gifts of the  
4 principal's property, to exercise powers to appoint to others  
5 or to change any beneficiary whom the principal has designated  
6 to take the principal's interests at death under any will,  
7 trust, joint tenancy, beneficiary form or contractual  
8 arrangement. The agent will be under no duty to exercise  
9 granted powers or to assume control of or responsibility for  
10 the principal's property or affairs; but when granted powers  
11 are exercised, the agent will be required ~~to use due care~~ to  
12 act in good faith for the benefit of the principal using due  
13 care, competence, and diligence in accordance with the terms of  
14 the statutory property power and will be liable for negligent  
15 exercise. The agent may act in person or through others  
16 reasonably employed by the agent for that purpose and will have  
17 authority to sign and deliver all instruments, negotiate and  
18 enter into all agreements and do all other acts reasonably  
19 necessary to implement the exercise of the powers granted to  
20 the agent.

21 (a) Real estate transactions. The agent is authorized to:  
22 buy, sell, exchange, rent and lease real estate (which term  
23 includes, without limitation, real estate subject to a land  
24 trust and all beneficial interests in and powers of direction  
25 under any land trust); collect all rent, sale proceeds and  
26 earnings from real estate; convey, assign and accept title to



1 real estate; grant easements, create conditions and release  
2 rights of homestead with respect to real estate; create land  
3 trusts and exercise all powers under land trusts; hold,  
4 possess, maintain, repair, improve, subdivide, manage, operate  
5 and insure real estate; pay, contest, protest and compromise  
6 real estate taxes and assessments; and, in general, exercise  
7 all powers with respect to real estate which the principal  
8 could if present and under no disability.

9 (b) Financial institution transactions. The agent is  
10 authorized to: open, close, continue and control all accounts  
11 and deposits in any type of financial institution (which term  
12 includes, without limitation, banks, trust companies, savings  
13 and building and loan associations, credit unions and brokerage  
14 firms); deposit in and withdraw from and write checks on any  
15 financial institution account or deposit; and, in general,  
16 exercise all powers with respect to financial institution  
17 transactions which the principal could if present and under no  
18 disability. This authorization shall also apply to any Totten  
19 Trust, Payable on Death Account, or comparable trust account  
20 arrangement where the terms of such trust are contained  
21 entirely on the financial institution's signature card,  
22 insofar as an agent shall be permitted to withdraw income or  
23 principal from such account, unless this authorization is  
24 expressly limited or withheld under paragraph 2 of the form  
25 prescribed under Section 3-3. This authorization shall not  
26 apply to accounts titled in the name of any trust subject to

1 the provisions of the Trusts and Trustees Act, for which  
2 specific reference to the trust and a specific grant of  
3 authority to the agent to withdraw income or principal from  
4 such trust is required pursuant to Section 2-9 of the Illinois  
5 Power of Attorney Act and subsection (n) of this Section.

6 (c) Stock and bond transactions. The agent is authorized  
7 to: buy and sell all types of securities (which term includes,  
8 without limitation, stocks, bonds, mutual funds and all other  
9 types of investment securities and financial instruments);  
10 collect, hold and safekeep all dividends, interest, earnings,  
11 proceeds of sale, distributions, shares, certificates and  
12 other evidences of ownership paid or distributed with respect  
13 to securities; exercise all voting rights with respect to  
14 securities in person or by proxy, enter into voting trusts and  
15 consent to limitations on the right to vote; and, in general,  
16 exercise all powers with respect to securities which the  
17 principal could if present and under no disability.

18 (d) Tangible personal property transactions. The agent is  
19 authorized to: buy and sell, lease, exchange, collect, possess  
20 and take title to all tangible personal property; move, store,  
21 ship, restore, maintain, repair, improve, manage, preserve,  
22 insure and safekeep tangible personal property; and, in  
23 general, exercise all powers with respect to tangible personal  
24 property which the principal could if present and under no  
25 disability.

26 (e) Safe deposit box transactions. The agent is authorized

1 to: open, continue and have access to all safe deposit boxes;  
2 sign, renew, release or terminate any safe deposit contract;  
3 drill or surrender any safe deposit box; and, in general,  
4 exercise all powers with respect to safe deposit matters which  
5 the principal could if present and under no disability.

6 (f) Insurance and annuity transactions. The agent is  
7 authorized to: procure, acquire, continue, renew, terminate or  
8 otherwise deal with any type of insurance or annuity contract  
9 (which terms include, without limitation, life, accident,  
10 health, disability, automobile casualty, property or liability  
11 insurance); pay premiums or assessments on or surrender and  
12 collect all distributions, proceeds or benefits payable under  
13 any insurance or annuity contract; and, in general, exercise  
14 all powers with respect to insurance and annuity contracts  
15 which the principal could if present and under no disability.

16 (g) Retirement plan transactions. The agent is authorized  
17 to: contribute to, withdraw from and deposit funds in any type  
18 of retirement plan (which term includes, without limitation,  
19 any tax qualified or nonqualified pension, profit sharing,  
20 stock bonus, employee savings and other retirement plan,  
21 individual retirement account, deferred compensation plan and  
22 any other type of employee benefit plan); select and change  
23 payment options for the principal under any retirement plan;  
24 make rollover contributions from any retirement plan to other  
25 retirement plans or individual retirement accounts; exercise  
26 all investment powers available under any type of self-directed

1 retirement plan; and, in general, exercise all powers with  
2 respect to retirement plans and retirement plan account  
3 balances which the principal could if present and under no  
4 disability.

5 (h) Social Security, unemployment and military service  
6 benefits. The agent is authorized to: prepare, sign and file  
7 any claim or application for Social Security, unemployment or  
8 military service benefits; sue for, settle or abandon any  
9 claims to any benefit or assistance under any federal, state,  
10 local or foreign statute or regulation; control, deposit to any  
11 account, collect, receipt for, and take title to and hold all  
12 benefits under any Social Security, unemployment, military  
13 service or other state, federal, local or foreign statute or  
14 regulation; and, in general, exercise all powers with respect  
15 to Social Security, unemployment, military service and  
16 governmental benefits which the principal could if present and  
17 under no disability.

18 (i) Tax matters. The agent is authorized to: sign, verify  
19 and file all the principal's federal, state and local income,  
20 gift, estate, property and other tax returns, including joint  
21 returns and declarations of estimated tax; pay all taxes;  
22 claim, sue for and receive all tax refunds; examine and copy  
23 all the principal's tax returns and records; represent the  
24 principal before any federal, state or local revenue agency or  
25 taxing body and sign and deliver all tax powers of attorney on  
26 behalf of the principal that may be necessary for such

1 purposes; waive rights and sign all documents on behalf of the  
2 principal as required to settle, pay and determine all tax  
3 liabilities; and, in general, exercise all powers with respect  
4 to tax matters which the principal could if present and under  
5 no disability.

6 (j) Claims and litigation. The agent is authorized to:  
7 institute, prosecute, defend, abandon, compromise, arbitrate,  
8 settle and dispose of any claim in favor of or against the  
9 principal or any property interests of the principal; collect  
10 and receipt for any claim or settlement proceeds and waive or  
11 release all rights of the principal; employ attorneys and  
12 others and enter into contingency agreements and other  
13 contracts as necessary in connection with litigation; and, in  
14 general, exercise all powers with respect to claims and  
15 litigation which the principal could if present and under no  
16 disability. The statutory short form power of attorney for  
17 property does not authorize the agent to appear in court or any  
18 tribunal as an attorney-at-law for the principal or otherwise  
19 to engage in the practice of law without being a licensed  
20 attorney who is authorized to practice law in Illinois under  
21 applicable Illinois Supreme Court Rules.

22 (k) Commodity and option transactions. The agent is  
23 authorized to: buy, sell, exchange, assign, convey, settle and  
24 exercise commodities futures contracts and call and put options  
25 on stocks and stock indices traded on a regulated options  
26 exchange and collect and receipt for all proceeds of any such

1 transactions; establish or continue option accounts for the  
2 principal with any securities or futures broker; and, in  
3 general, exercise all powers with respect to commodities and  
4 options which the principal could if present and under no  
5 disability.

6 (l) Business operations. The agent is authorized to:  
7 organize or continue and conduct any business (which term  
8 includes, without limitation, any farming, manufacturing,  
9 service, mining, retailing or other type of business operation)  
10 in any form, whether as a proprietorship, joint venture,  
11 partnership, corporation, trust or other legal entity;  
12 operate, buy, sell, expand, contract, terminate or liquidate  
13 any business; direct, control, supervise, manage or  
14 participate in the operation of any business and engage,  
15 compensate and discharge business managers, employees, agents,  
16 attorneys, accountants and consultants; and, in general,  
17 exercise all powers with respect to business interests and  
18 operations which the principal could if present and under no  
19 disability.

20 (m) Borrowing transactions. The agent is authorized to:  
21 borrow money; mortgage or pledge any real estate or tangible or  
22 intangible personal property as security for such purposes;  
23 sign, renew, extend, pay and satisfy any notes or other forms  
24 of obligation; and, in general, exercise all powers with  
25 respect to secured and unsecured borrowing which the principal  
26 could if present and under no disability.

1           (n) Estate transactions. The agent is authorized to:  
2 accept, receipt for, exercise, release, reject, renounce,  
3 assign, disclaim, demand, sue for, claim and recover any  
4 legacy, bequest, devise, gift or other property interest or  
5 payment due or payable to or for the principal; assert any  
6 interest in and exercise any power over any trust, estate or  
7 property subject to fiduciary control; establish a revocable  
8 trust solely for the benefit of the principal that terminates  
9 at the death of the principal and is then distributable to the  
10 legal representative of the estate of the principal; and, in  
11 general, exercise all powers with respect to estates and trusts  
12 which the principal could if present and under no disability;  
13 provided, however, that the agent may not make or change a will  
14 and may not revoke or amend a trust revocable or amendable by  
15 the principal or require the trustee of any trust for the  
16 benefit of the principal to pay income or principal to the  
17 agent unless specific authority to that end is given, and  
18 specific reference to the trust is made, in the statutory  
19 property power form.

20           (o) All other property ~~powers and~~ transactions. The agent  
21 is authorized to: exercise all possible authority powers of the  
22 principal with respect to all possible types of property and  
23 interests in property, except to the extent limited in  
24 subsections (a) through (n) of this Section 3-4 and to the  
25 extent that the principal otherwise limits the generality of  
26 this category (o) by striking out one or more of categories (a)

1 through (n) or by specifying other limitations in the statutory  
2 property power form.

3 (Source: P.A. 94-938, eff. 1-1-07.)

4 (755 ILCS 45/3-5 new)

5 Sec. 3-5. Savings clause. This amendatory Act of the 96th  
6 General Assembly does not in any way invalidate any property  
7 power executed or any act of any agent done, or affect any  
8 claim, right, or remedy that accrued, prior to the effective  
9 date of this amendatory Act of the 96th General Assembly.

10 (755 ILCS 45/4-4) (from Ch. 110 1/2, par. 804-4)

11 Sec. 4-4. Definitions. As used in this Article:

12 (a) "Attending physician" means the physician who has  
13 primary responsibility at the time of reference for the  
14 treatment and care of the patient.

15 (b) "Health care" means any care, treatment, service or  
16 procedure to maintain, diagnose, treat or provide for the  
17 patient's physical or mental health or personal care.

18 (c) "Health care agency" means an agency governing any type  
19 of health care, anatomical gift, autopsy or disposition of  
20 remains for and on behalf of a patient and refers to the power  
21 of attorney or other written instrument defining the agency or  
22 the agency, itself, as appropriate to the context.

23 (d) "Health care provider" or "provider" means the  
24 attending physician and any other person administering health



1 care to the patient at the time of reference who is licensed,  
2 certified, or otherwise authorized or permitted by law to  
3 administer health care in the ordinary course of business or  
4 the practice of a profession, including any person employed by  
5 or acting for any such authorized person.

6 (e) "Patient" means the principal or, if the agency governs  
7 health care for a minor child of the principal, then the child.

8 (f) "Incurable or irreversible condition" means an illness  
9 or injury (i) for which there is no reasonable prospect of cure  
10 or recovery, (ii) that ultimately will cause the patient's  
11 death even if life-sustaining treatment is initiated or  
12 continued, (iii) that imposes severe pain or otherwise imposes  
13 an inhumane burden on the patient, or (iv) for which initiating  
14 or continuing life-sustaining treatment, in light of the  
15 patient's medical condition, provides only minimal medical  
16 benefit.

17 (g) "Permanent unconsciousness" means a condition that, to  
18 a high degree of medical certainty, (i) will last permanently,  
19 without improvement, (ii) in which thought, sensation,  
20 purposeful action, social interaction, and awareness of self  
21 and environment are absent, and (iii) for which initiating or  
22 continuing life-sustaining treatment, in light of the  
23 patient's medical condition, provides only minimal medical  
24 benefit. For the purposes of this definition, "medical benefit"  
25 means a chance to cure or reverse a condition.

26 (h) "Terminal condition" means an illness or injury for

1 which there is no reasonable prospect of cure or recovery,  
2 death is imminent, and the application of life-sustaining  
3 treatment would only prolong the dying process.

4 (Source: P.A. 85-701.)

5 (755 ILCS 45/4-5.1 new)

6 Sec. 4-5.1. Limitations on who may witness health care  
7 agencies.

8 (a) Every health care agency shall bear the signature of a  
9 witness to the signing of the agency. None of the following may  
10 serve as a witness to the signing of a health care agency:

11 (1) the attending physician or mental health service  
12 provider of the principal, or a relative of the physician  
13 or provider;

14 (2) an owner, operator, or relative of an owner or  
15 operator of a health care facility in which the principal  
16 is a patient or resident;

17 (3) a parent, sibling, or descendant, or the spouse of  
18 a parent, sibling, or descendant, of either the principal  
19 or any agent or successor agent, regardless of whether the  
20 relationship is by blood, marriage, or adoption;

21 (4) an agent or successor agent for health care.

22 (b) The prohibition on the operator of a health care  
23 facility from serving as a witness shall extend to directors  
24 and executive officers of an operator that is a corporate  
25 entity but not other employees of the operator.

1 (755 ILCS 45/4-10) (from Ch. 110 1/2, par. 804-10)

2 Sec. 4-10. Statutory short form power of attorney for  
3 health care.

4 (a) The ~~following~~ form prescribed in this Section  
5 (sometimes also referred to in this Act as the "statutory  
6 health care power") may be used to grant an agent powers with  
7 respect to the principal's own health care; but the statutory  
8 health care power is not intended to be exclusive nor to cover  
9 delegation of a parent's power to control the health care of a  
10 minor child, and no provision of this Article shall be  
11 construed to invalidate or bar use by the principal of any  
12 other or different form of power of attorney for health care.  
13 Nonstatutory health care powers must be executed by the  
14 principal, designate the agent and the agent's powers, and  
15 comply with Section 4-5 of this Article, but they need not be  
16 witnessed or conform in any other respect to the statutory  
17 health care power. When a power of attorney in substantially  
18 the ~~following~~ form prescribed in this Section is used,  
19 including the "Notice to the Individual Signing the Illinois  
20 Statutory Short Form Power of Attorney for Health Care" (or  
21 "Notice" paragraphs) ~~"notice" paragraph~~ at the beginning of the  
22 form on a separate sheet in 14-point type in capital letters,  
23 it shall have the meaning and effect prescribed in this Act. A  
24 power of attorney for health care shall be deemed to be in  
25 substantially the same format as the statutory form if the

1 explanatory language throughout the form (the language  
2 following the designation "NOTE:") is distinguished in some way  
3 from the legal paragraphs in the form, such as the use of  
4 boldface or other difference in typeface and font or point  
5 size, even if the "Notice" paragraphs at the beginning are not  
6 on a separate sheet of paper or are not in 14-point type, or if  
7 the principal's initials do not appear in the acknowledgement  
8 at the end of the "Notice" paragraphs. The statutory health  
9 care power may be included in or combined with any other form  
10 of power of attorney governing property or other matters.

11 (b) The Illinois Statutory Short Form Power of Attorney for  
12 Health Care shall be substantially as follows:

13 "NOTICE TO THE INDIVIDUAL SIGNING THE ILLINOIS  
14 STATUTORY SHORT FORM POWER OF ATTORNEY FOR HEALTH CARE

15 PLEASE READ THIS NOTICE CAREFULLY. The form that you will  
16 be signing is a legal document. It is governed by the Illinois  
17 Power of Attorney Act. If there is anything about this form  
18 that you do not understand, you should ask a lawyer to explain  
19 it to you.

20 The purpose of this Power of Attorney is to give your  
21 designated "agent" broad powers to make health care decisions  
22 for you, including the power to require, consent to, or  
23 withdraw treatment for any physical or mental condition, and to  
24 admit you or discharge you from any hospital, home, or other

1 institution. You may name successor agents under this form, but  
2 you may not name co-agents.

3 This form does not impose a duty upon your agent to make  
4 such health care decisions, so it is important that you select  
5 an agent who will agree to do this for you and who will make  
6 those decisions as you would wish. It is also important to  
7 select an agent whom you trust, since you are giving that agent  
8 control over your medical decision-making, including  
9 end-of-life decisions. Any agent who does act for you has a  
10 duty to act in good faith for your benefit and to use due care,  
11 competence, and diligence. He or she must also act in  
12 accordance with the law and with the statements in this form.  
13 Your agent must keep a record of all significant actions taken  
14 as your agent.

15 Unless you specifically limit the period of time that this  
16 Power of Attorney will be in effect, your agent may exercise  
17 the powers given to him or her throughout your lifetime, even  
18 after you become disabled. A court, however, can take away the  
19 powers of your agent if it finds that the agent is not acting  
20 properly. You may also revoke this Power of Attorney if you  
21 wish.

22 The Powers you give your agent, your right to revoke those  
23 powers, and the penalties for violating the law are explained  
24 more fully in Sections 4-5, 4-6, and 4-10(b) of the Illinois  
25 Power of Attorney Act. This form is a part of that law. The  
26 "NOTE" paragraphs throughout this form are instructions.

1     You are not required to sign this Power of Attorney, but it  
2 will not take effect without your signature. You should not  
3 sign it if you do not understand everything in it, and what  
4 your agent will be able to do if you do sign it.

5     Please put your initials on the following line indicating  
6 that you have read this Notice:

7   .....  
8   (Principal's initials)"

9                             "ILLINOIS STATUTORY SHORT FORM

10                            POWER OF ATTORNEY FOR HEALTH CARE

11     ~~(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE~~  
12 ~~THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO MAKE~~  
13 ~~HEALTH CARE DECISIONS FOR YOU, INCLUDING POWER TO REQUIRE,~~  
14 ~~CONSENT TO OR WITHDRAW ANY TYPE OF PERSONAL CARE OR MEDICAL~~  
15 ~~TREATMENT FOR ANY PHYSICAL OR MENTAL CONDITION AND TO ADMIT YOU~~  
16 ~~TO OR DISCHARGE YOU FROM ANY HOSPITAL, HOME OR OTHER~~  
17 ~~INSTITUTION. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO~~  
18 ~~EXERCISE GRANTED POWERS; BUT WHEN POWERS ARE EXERCISED, YOUR~~  
19 ~~AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN~~  
20 ~~ACCORDANCE WITH THIS FORM AND KEEP A RECORD OF RECEIPTS,~~  
21 ~~DISBURSEMENTS AND SIGNIFICANT ACTIONS TAKEN AS AGENT. A COURT~~  
22 ~~CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS~~  
23 ~~NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS~~

1 ~~FORM BUT NOT CO AGENTS, AND NO HEALTH CARE PROVIDER MAY BE~~  
 2 ~~NAMED. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN~~  
 3 ~~THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A~~  
 4 ~~COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY~~  
 5 ~~EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN~~  
 6 ~~AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT, YOUR~~  
 7 ~~RIGHT TO REVOKE THOSE POWERS AND THE PENALTIES FOR VIOLATING~~  
 8 ~~THE LAW ARE EXPLAINED MORE FULLY IN SECTIONS 4 5, 4 6, 4 9 AND~~  
 9 ~~4 10(b) OF THE ILLINOIS "POWERS OF ATTORNEY FOR HEALTH CARE~~  
 10 ~~LAW" OF WHICH THIS FORM IS A PART (SEE THE BACK OF THIS FORM).~~  
 11 ~~THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF~~  
 12 ~~POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT~~  
 13 ~~THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER~~  
 14 ~~TO EXPLAIN IT TO YOU.)~~

15 ~~POWER OF ATTORNEY made this .....day of~~  
 16 ~~.....~~  
 17 ~~—— (month) —— (year)~~

18 1. I, .....,  
 19 (insert name and address of principal) hereby revoke all prior  
 20 powers of attorney for health care executed by me and appoint:  
 21 .....

22 (insert name and address of agent)

23 (NOTE: You may not name co-agents using this form.)

24 as my attorney-in-fact (my "agent") to act for me and in my  
 25 name (in any way I could act in person) to make any and all  
 26 decisions for me concerning my personal care, medical

1 treatment, hospitalization and health care and to require,  
2 withhold or withdraw any type of medical treatment or  
3 procedure, even though my death may ensue.

4 A. My agent shall have the same access to my medical  
5 records that I have, including the right to disclose the  
6 contents to others. ~~My agent shall also have full power to~~  
7 ~~authorize an autopsy and direct the disposition of my remains.~~

8 B. Effective upon my death, my agent has the full power to  
9 make an anatomical gift of the following ~~(initial one)~~:

10 (NOTE: Initial one. In the event none of the options are  
11 initialed, then it shall be concluded that you do not wish to  
12 grant your agent any such authority.)

13 .... Any organs, tissues, or eyes suitable for  
14 transplantation or used for research or education.

15 .... Specific organs: .....

16 .... I do not grant my agent authority to make any  
17 anatomical gifts.

18 C. My agent shall also have full power to authorize an  
19 autopsy and direct the disposition of my remains. I intend for  
20 this power of attorney to be in substantial compliance with  
21 Section 10 of the Disposition of Remains Act. All decisions  
22 made by my agent with respect to the disposition of my remains,  
23 including cremation, shall be binding. I hereby direct any  
24 cemetery organization, business operating a crematory or  
25 columbarium or both, funeral director or embalmer, or funeral  
26 establishment who receives a copy of this document to act under



1 it.

2 D. I intend for the person named as my agent to be treated  
3 as I would be with respect to my rights regarding the use and  
4 disclosure of my individually identifiable health information  
5 or other medical records, including records or communications  
6 governed by the Mental Health and Developmental Disabilities  
7 Confidentiality Act. This release authority applies to any  
8 information governed by the Health Insurance Portability and  
9 Accountability Act of 1996 ("HIPAA") and regulations  
10 thereunder. I intend for the person named as my agent to serve  
11 as my "personal representative" as that term is defined under  
12 HIPAA and regulations thereunder.

13 (i) The person named as my agent shall have the power to  
14 authorize the release of information governed by HIPAA to third  
15 parties.

16 (ii) I authorize any physician, health care professional,  
17 dentist, health plan, hospital, clinic, laboratory, pharmacy  
18 or other covered health care provider, any insurance company  
19 and the Medical Informational Bureau, Inc., or any other health  
20 care clearinghouse that has provided treatment or services to  
21 me, or that has paid for or is seeking payment for me for such  
22 services to give, disclose, and release to the person named as  
23 my agent, without restriction, all of my individually  
24 identifiable health information and medical records, regarding  
25 any past, present, or future medical or mental health  
26 condition, including all information relating to the diagnosis

1 and treatment of HIV/AIDS, sexually transmitted diseases, drug  
2 or alcohol abuse, and mental illness (including records or  
3 communications governed by the Mental Health and Developmental  
4 Disabilities Confidentiality Act).

5 (iii) The authority given to the person named as my agent  
6 shall supersede any prior agreement that I may have with my  
7 health care providers to restrict access to, or disclosure of,  
8 my individually identifiable health information. The authority  
9 given to the person named as my agent has no expiration date  
10 and shall expire only in the event that I revoke the authority  
11 in writing and deliver it to my health care provider. The  
12 authority given to the person named as my agent to serve as my  
13 "personal representative" as defined under HIPAA and  
14 regulations thereunder and to access my individually  
15 identifiable health information or authorize the release of the  
16 same to third parties shall take effect immediately, even if I  
17 designate in Paragraph 3 of this document that this agency  
18 shall otherwise take effect at some future date.

19 (NOTE: The above grant of power is intended to be as broad as  
20 possible so that your agent will have the authority to make any  
21 decision you could make to obtain or terminate any type of  
22 health care, including withdrawal of food and water and other  
23 life-sustaining measures, if your agent believes such action  
24 would be consistent with your intent and desires. If you wish  
25 to limit the scope of your agent's powers or prescribe special  
26 rules or limit the power to make an anatomical gift, authorize

1 autopsy or dispose of remains, you may do so in the following  
 2 paragraphs.) ~~(THE ABOVE GRANT OF POWER IS INTENDED TO BE AS~~  
 3 ~~BROAD AS POSSIBLE SO THAT YOUR AGENT WILL HAVE AUTHORITY TO~~  
 4 ~~MAKE ANY DECISION YOU COULD MAKE TO OBTAIN OR TERMINATE ANY~~  
 5 ~~TYPE OF HEALTH CARE, INCLUDING WITHDRAWAL OF FOOD AND WATER AND~~  
 6 ~~OTHER LIFE SUSTAINING MEASURES, IF YOUR AGENT BELIEVES SUCH~~  
 7 ~~ACTION WOULD BE CONSISTENT WITH YOUR INTENT AND DESIRES. IF YOU~~  
 8 ~~WISH TO LIMIT THE SCOPE OF YOUR AGENT'S POWERS OR PRESCRIBE~~  
 9 ~~SPECIAL RULES OR LIMIT THE POWER TO MAKE AN ANATOMICAL GIFT,~~  
 10 ~~AUTHORIZE AUTOPSY OR DISPOSE OF REMAINS, YOU MAY DO SO IN THE~~  
 11 ~~FOLLOWING PARAGRAPHS.)~~

12         2. The powers granted above shall not include the following  
 13 powers or shall be subject to the following rules or  
 14 limitations:

15 (NOTE: Here ~~(here~~ you may include any specific limitations you  
 16 deem appropriate, such as: your own definition of when  
 17 life-sustaining measures should be withheld; a direction to  
 18 continue food and fluids or life-sustaining treatment in all  
 19 events; or instructions to refuse any specific types of  
 20 treatment that are inconsistent with your religious beliefs or  
 21 unacceptable to you for any other reason, such as blood  
 22 transfusion, electro-convulsive therapy, amputation,  
 23 psychosurgery, voluntary admission to a mental institution,  
 24 etc.)÷

25 .....  
 26 .....

1 .....  
 2 .....  
 3 .....

4 (NOTE: The subject of life-sustaining treatment is of  
 5 particular importance. For your convenience in dealing with  
 6 that subject, some general statements concerning the  
 7 withholding or removal of life-sustaining treatment are set  
 8 forth below. If you agree with one of these statements, you may  
 9 initial that statement; but do not initial more than one. These  
 10 statements serve as guidance for your agent, who shall give  
 11 careful consideration to the statement you initial when  
 12 engaging in health care decision-making on your behalf.) ~~(THE~~  
 13 ~~SUBJECT OF LIFE-SUSTAINING TREATMENT IS OF PARTICULAR~~  
 14 ~~IMPORTANCE. FOR YOUR CONVENIENCE IN DEALING WITH THAT SUBJECT,~~  
 15 ~~SOME GENERAL STATEMENTS CONCERNING THE WITHHOLDING OR REMOVAL~~  
 16 ~~OF LIFE-SUSTAINING TREATMENT ARE SET FORTH BELOW. IF YOU AGREE~~  
 17 ~~WITH ONE OF THESE STATEMENTS, YOU MAY INITIAL THAT STATEMENT;~~  
 18 ~~BUT DO NOT INITIAL MORE THAN ONE):~~

19 I do not want my life to be prolonged nor do I want  
 20 life-sustaining treatment to be provided or continued if my  
 21 agent believes the burdens of the treatment outweigh the  
 22 expected benefits. I want my agent to consider the relief of  
 23 suffering, the expense involved and the quality as well as the  
 24 possible extension of my life in making decisions concerning  
 25 life-sustaining treatment.

26 Initialed .....

1 I want my life to be prolonged and I want life-sustaining  
 2 treatment to be provided or continued, unless I am ~~in a coma~~  
 3 ~~which my attending physician believes to be irreversible,~~ in  
 4 the opinion of my attending physician, in accordance with  
 5 reasonable medical standards at the time of reference, in a  
 6 state of "permanent unconsciousness" or suffer from an  
 7 "incurable or irreversible condition" or "terminal condition",  
 8 as those terms are defined in Section 4-4 of the Illinois Power  
 9 of Attorney Act. If and when I am in any one of these states or  
 10 conditions, ~~I have suffered irreversible coma,~~ I want  
 11 life-sustaining treatment to be withheld or discontinued.

12 Initialed .....

13 I want my life to be prolonged to the greatest extent  
 14 possible in accordance with reasonable medical standards  
 15 without regard to my condition, the chances I have for recovery  
 16 or the cost of the procedures.

17 Initialed .....

18 (NOTE: This power of attorney may be amended or revoked by you  
 19 in the manner provided in Section 4-6 of the Illinois Power of  
 20 Attorney Act. Your agent can act immediately, unless you  
 21 specify otherwise; but you cannot specify otherwise with  
 22 respect to your "personal representative" under subparagraph  
 23 D(iii).) ~~(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY~~  
 24 ~~YOU IN THE MANNER PROVIDED IN SECTION 4-6 OF THE ILLINOIS~~  
 25 ~~"POWERS OF ATTORNEY FOR HEALTH CARE LAW" (SEE THE BACK OF THIS~~  
 26 ~~FORM). ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN~~

1 ~~THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS~~  
 2 ~~POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH, AND BEYOND~~  
 3 ~~IF ANATOMICAL GIFT, AUTOPSY OR DISPOSITION OF REMAINS IS~~  
 4 ~~AUTHORIZED, UNLESS A LIMITATION ON THE BEGINNING DATE OR~~  
 5 ~~DURATION IS MADE BY INITIALING AND COMPLETING EITHER OR BOTH OF~~  
 6 ~~THE FOLLOWING:)~~

7 3. ~~(→)~~ This power of attorney shall become effective on  
 8 .....  
 9 .....

10 (NOTE: Insert ~~insert~~ a future date or event during your  
 11 lifetime, such as a court determination of your disability or a  
 12 written determination by your physician that you are  
 13 incapacitated, when you want this power to first take effect.)

14 (NOTE: If you do not amend or revoke this power, or if you do  
 15 not specify a specific ending date in paragraph 4, it will  
 16 remain in effect until your death; except that your agent will  
 17 still have the authority to donate your organs, authorize an  
 18 autopsy, and dispose of your remains after your death, if you  
 19 grant that authority to your agent.)

20 4. ~~(→)~~ This power of attorney shall terminate on .....  
 21 .....

22 (NOTE: Insert ~~insert~~ a future date or event, such as a court  
 23 determination that you are not under a legal disability or a  
 24 written determination by your physician that you are not  
 25 incapacitated, if ~~of your disability, when~~ you want this power  
 26 to terminate prior to your death.)

1 (NOTE: You cannot use this form to name co-agents. If you wish  
 2 to name successor agents, insert the names and addresses of the  
 3 successors in paragraph 5.) ~~(IF YOU WISH TO NAME SUCCESSOR~~  
 4 ~~AGENTS, INSERT THE NAMES AND ADDRESSES OF SUCH SUCCESSORS IN~~  
 5 ~~THE FOLLOWING PARAGRAPH.)~~

6 5. If any agent named by me shall die, become incompetent,  
 7 resign, refuse to accept the office of agent or be unavailable,  
 8 I name the following (each to act alone and successively, in  
 9 the order named) as successors to such agent:

10 .....  
 11 .....

12 For purposes of this paragraph 5, a person shall be considered  
 13 to be incompetent if and while the person is a minor,    or an  
 14 adjudicated incompetent or disabled person,    or the person is  
 15 unable to give prompt and intelligent consideration to health  
 16 care matters, as certified by a licensed physician.

17 (NOTE: If you wish to, you may name your agent as guardian of  
 18 your person if a court decides that one should be appointed. To  
 19 do this, retain paragraph 6, and the court will appoint your  
 20 agent if the court finds that this appointment will serve your  
 21 best interests and welfare. Strike out paragraph 6 if you do  
 22 not want your agent to act as guardian.) ~~(IF YOU WISH TO NAME~~  
 23 ~~YOUR AGENT AS GUARDIAN OF YOUR PERSON, IN THE EVENT A COURT~~  
 24 ~~DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT~~  
 25 ~~REQUIRED TO, DO SO BY RETAINING THE FOLLOWING PARAGRAPH. THE~~  
 26 ~~COURT WILL APPOINT YOUR AGENT IF THE COURT FINDS THAT SUCH~~

1 ~~APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE~~  
2 ~~OUT PARAGRAPH 6 IF YOU DO NOT WANT YOUR AGENT TO ACT AS~~  
3 ~~GUARDIAN.)~~

4 6. If a guardian of my person is to be appointed, I  
5 nominate the agent acting under this power of attorney as such  
6 guardian, to serve without bond or security.

7 7. I am fully informed as to all the contents of this form  
8 and understand the full import of this grant of powers to my  
9 agent.

10 Dated: .....

11 Signed .....

12 (principal's signature or mark ~~principal~~)

13 The principal has had an opportunity to review ~~read~~ the  
14 above form and has signed the form or acknowledged his or her  
15 signature or mark on the form in my presence. The undersigned  
16 witness certifies that the witness is not: (a) the attending  
17 physician or mental health service provider or a relative of  
18 the physician or provider; (b) an owner, operator, or relative  
19 of an owner or operator of a health care facility in which the  
20 principal is a patient or resident; (c) a parent, sibling,  
21 descendant, or any spouse of such parent, sibling, or  
22 descendant of either the principal or any agent or successor  
23 agent under the foregoing power of attorney, whether such  
24 relationship is by blood, marriage, or adoption; or (d) an  
25 agent or successor agent under the foregoing power of attorney.



1 .....  
.....

2 (Witness Signature)

3 .....  
.....

4 (Print Witness Name)

5 .....  
.....

6 (Street Address)

7 .....  
.....

8 (City, State, ZIP)

9 ..... Residing at.....

10 ~~(witness)~~

11 (NOTE: You may, but are not required to, request your agent and  
12 successor agents to provide specimen signatures below. If you  
13 include specimen signatures in this power of attorney, you must  
14 complete the certification opposite the signatures of the  
15 agents.) ~~(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT~~  
16 ~~AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF~~  
17 ~~YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU~~  
18 ~~MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE~~  
19 ~~AGENTS.)~~

20 Specimen signatures of I certify that the signatures of my  
21 agent (and successors). agent (and successors) are correct.

22 .....  
.....

23 (agent) (principal)

24 .....  
.....

25 (successor agent) (principal)

26 .....  
.....

1 (successor agent) (principal)"

2 (NOTE: The name, address, and phone number of the person  
3 preparing this form or who assisted the principal in completing  
4 this form is optional.)

5 .....  
6

7 (name of preparer)

8 .....  
9

10 (address)

11 .....  
12

13 (phone)

14 (c) ~~(b)~~ The statutory short form power of attorney for  
15 health care (the "statutory health care power") authorizes the  
16 agent to make any and all health care decisions on behalf of  
17 the principal which the principal could make if present and  
18 under no disability, subject to any limitations on the granted  
19 powers that appear on the face of the form, to be exercised in  
20 such manner as the agent deems consistent with the intent and  
21 desires of the principal. The agent will be under no duty to  
22 exercise granted powers or to assume control of or  
23 responsibility for the principal's health care; but when  
24 granted powers are exercised, the agent will be required to use  
25 due care to act for the benefit of the principal in accordance  
with the terms of the statutory health care power and will be  
liable for negligent exercise. The agent may act in person or

1 through others reasonably employed by the agent for that  
2 purpose but may not delegate authority to make health care  
3 decisions. The agent may sign and deliver all instruments,  
4 negotiate and enter into all agreements and do all other acts  
5 reasonably necessary to implement the exercise of the powers  
6 granted to the agent. Without limiting the generality of the  
7 foregoing, the statutory health care power shall include the  
8 following powers, subject to any limitations appearing on the  
9 face of the form:

10 (1) The agent is authorized to give consent to and  
11 authorize or refuse, or to withhold or withdraw consent to,  
12 any and all types of medical care, treatment or procedures  
13 relating to the physical or mental health of the principal,  
14 including any medication program, surgical procedures,  
15 life-sustaining treatment or provision of food and fluids  
16 for the principal.

17 (2) The agent is authorized to admit the principal to  
18 or discharge the principal from any and all types of  
19 hospitals, institutions, homes, residential or nursing  
20 facilities, treatment centers and other health care  
21 institutions providing personal care or treatment for any  
22 type of physical or mental condition. The agent shall have  
23 the same right to visit the principal in the hospital or  
24 other institution as is granted to a spouse or adult child  
25 of the principal, any rule of the institution to the  
26 contrary notwithstanding.

1           (3) The agent is authorized to contract for any and all  
2 types of health care services and facilities in the name of  
3 and on behalf of the principal and to bind the principal to  
4 pay for all such services and facilities, and to have and  
5 exercise those powers over the principal's property as are  
6 authorized under the statutory property power, to the  
7 extent the agent deems necessary to pay health care costs;  
8 and the agent shall not be personally liable for any  
9 services or care contracted for on behalf of the principal.

10           (4) At the principal's expense and subject to  
11 reasonable rules of the health care provider to prevent  
12 disruption of the principal's health care, the agent shall  
13 have the same right the principal has to examine and copy  
14 and consent to disclosure of all the principal's medical  
15 records that the agent deems relevant to the exercise of  
16 the agent's powers, whether the records relate to mental  
17 health or any other medical condition and whether they are  
18 in the possession of or maintained by any physician,  
19 psychiatrist, psychologist, therapist, hospital, nursing  
20 home or other health care provider.

21           (5) The agent is authorized: to direct that an autopsy  
22 be made pursuant to Section 2 of "An Act in relation to  
23 autopsy of dead bodies", approved August 13, 1965,  
24 including all amendments; to make a disposition of any part  
25 or all of the principal's body pursuant to the Illinois  
26 Anatomical Gift Act, as now or hereafter amended; and to

1 direct the disposition of the principal's remains.

2 (Source: P.A. 93-794, eff. 7-22-04.)

3 (755 ILCS 45/4-12) (from Ch. 110 1/2, par. 804-12)

4 Sec. 4-12. Saving clause. This Act does not in any way  
5 invalidate any health care agency executed or any act of any  
6 agent done, or affect any claim, right or remedy that accrued,  
7 prior to September 22, 1987.

8 This amendatory Act of the 96th General Assembly does not  
9 in any way invalidate any health care agency executed or any  
10 act of any agent done, or affect any claim, right, or remedy  
11 that accrued, prior to the effective date of this amendatory  
12 Act of the 96th General Assembly.

13 (Source: P.A. 86-736.)

14 (755 ILCS 45/2-7.5 rep.)

15 Section 10. The Illinois Power of Attorney Act is amended  
16 by repealing Section 2-7.5.

17 Section 99. Effective date. This Act takes effect July 1,  
18 2011.