

TITLE 15  
UNIFORM PROBATE CODE

CHAPTER 6  
NONPROBATE TRANSFERS

PART 1.  
MULTIPLE-PARTY ACCOUNTS

15-6-101. DEFINITIONS. In this Part, unless the context otherwise requires:

(1) "Account" means a contract of deposit of funds between a depositor and a financial institution, and includes a checking account, savings account, certificate of deposit, share account and other like arrangement;

(2) "Beneficiary" means a person named in a trust account as one for whom a party to the account is named as trustee;

(3) "Financial institution" means any organization authorized to do business under state or federal laws relating to financial institutions, including, without limitation, banks and trust companies, savings banks, building and loan associations, savings and loan companies or associations, and credit unions;

(4) "Joint account" means an account payable on request to one (1) or more of two (2) or more parties whether or not mention is made of any right of survivorship;

(5) A "multiple-party account" is any of the following types of account:

(a) a joint account;

(b) a P.O.D. account; or

(c) a trust account. It does not include accounts established for deposit of funds of a partnership, joint venture, or other association for business purposes, or accounts controlled by one (1) or more persons as the duly authorized agent or trustee for a corporation, unincorporated association, charitable or civic organization or a regular fiduciary or trust account where the relationship is established other than by deposit agreement;

(6) "Net contribution" of a party to a joint account as of any given time is the sum of all deposits thereto made by or for him, less all withdrawals made by or for him which have not been paid to or applied to the use of any other party, plus a pro rata share of any interest or dividends included in the current balance. The term includes, in addition, any proceeds of deposit life insurance added to the account by reason of the death of the party whose net contribution is in question;

(7) "Party" means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account. A P.O.D. payee or beneficiary of a trust account is a party only after the account becomes payable to him by reason of his surviving the original payee or trustee. Unless the context otherwise requires, it includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless he has a present right of withdrawal;

(8) "Payment" of sums on deposit includes withdrawal, payment on check or other directive of a party, and any pledge of sums on deposit by a party and

any set-off, or reduction or other disposition of all or part of an account pursuant to a pledge;

(9) "Proof of death" includes a death certificate or record or report which is prima facie proof of death under section [15-1-107](#) of this code;

(10) "P.O.D. account" means an account payable on request to one (1) person during his lifetime and on his death to one (1) or more P.O.D. payees, or to one (1) or more persons during their lifetimes and on the death of all of them to one (1) or more P.O.D. payees;

(11) "P.O.D. payee" means a person designated on a P.O.D. account as one to whom the account is payable on request after the death of one (1) or more persons;

(12) "Request" means a proper request for withdrawal, or a check or order for payment, which complies with all conditions of the account, including special requirements concerning necessary signatures and regulations of the financial institutions; but if the financial institution conditions withdrawal or payment on advance notice, for purposes of this part the request for withdrawal or payment is treated as immediately effective and a notice of intent to withdraw is treated as a request for withdrawal;

(13) "Sums on deposit" means the balance payable on a multiple-party account including interest, dividends, and in addition any deposit life insurance proceeds added to the account by reason of the death of a party;

(14) "Trust account" means an account in the name of one (1) or more parties as trustee for one (1) or more beneficiaries where the relationship is established by the form of the account and the deposit agreement with the financial institution and there is no subject of the trust other than the sums on deposit in the account; it is not essential that payment to the beneficiary be mentioned in the deposit agreement. A trust account does not include a regular trust account under a testamentary trust or a trust agreement which has significance apart from the account, or a fiduciary account arising from a fiduciary relation such as attorney-client;

(15) "Withdrawal" includes payment to a third person pursuant to check or other directive of a party.

[I.C., sec. 15-6-101, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-102. OWNERSHIP AS BETWEEN PARTIES, AND OTHERS -- PROTECTION OF FINANCIAL INSTITUTIONS. The provisions of sections [15-6-103](#) through [15-6-105](#) of this Part concerning beneficial ownership as between parties, or as between parties and P.O.D. payees or beneficiaries of multiple-party accounts, are relevant only to controversies between these persons and their creditors and other successors, and have no bearing on the power of withdrawal of these persons as determined by the terms of account contracts. The provisions of sections [15-6-108](#) through [15-6-113](#) of this Part govern the liability of financial institutions who make payments pursuant thereto, and their set-off rights.

[I.C., sec. 15-6-102, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-103. OWNERSHIP DURING LIFETIME. (a) A joint account belongs, during the lifetime of all parties, to the parties in proportion to the net contributions by each to the sums on deposit, unless there is clear and convincing evidence of a different intent.

(b) A P.O.D. account belongs to the original payee during his lifetime and not to the P.O.D. payee or payees; if two (2) or more parties are named as original payees, during their lifetimes rights as between them are governed by subsection (a) of this section.

(c) Unless a contrary intent is manifested by the terms of the account or the deposit agreement or there is other clear and convincing evidence of an irrevocable trust, a trust account belongs beneficially to the trustee during his lifetime, and if two (2) or more parties are named as trustee on the account, during their lifetimes beneficial rights as between them are governed by subsection (a) of this section. If there is an irrevocable trust, the account belongs beneficially to the beneficiary.

[I.C., sec. 15-6-103, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-104. RIGHT OF SURVIVORSHIP. (a) Sums remaining on deposit at the death of a party to a joint account belong to the surviving party or parties as against the estate of the decedent if an intent to give the account can be shown by the surviving party or parties. If there are two (2) or more surviving parties, their respective ownerships during lifetime shall be in proportion to their previous ownership interests under section [15-6-103](#) of this Part augmented by an equal share for each survivor of any interest the decedent may have owned in the account immediately before his death; and the right of survivorship continues between the surviving parties.

(b) If the account is a P.O.D. account, on death of the original payee or of the survivor of two (2) or more original payees, any sums remaining on deposit belong to the P.O.D. payee or payees if surviving, or to the survivor of them if one (1) or more die before the original payee; if two (2) or more P.O.D. payees survive, there is no right of survivorship in event of death of a P.O.D. payee thereafter unless the terms of the account or deposit agreement expressly provide for survivorship between them.

(c) If the account is a trust account, on death of the trustee or the survivor of two (2) or more trustees, any sums remaining on deposit belong to the person or persons named as beneficiaries, if surviving, or to the survivor of them if one (1) or more die before the trustee, unless there is clear and convincing evidence of a contrary intent; if two (2) or more beneficiaries survive, there is no right of survivorship in event of death of any beneficiary thereafter unless the terms of the account or deposit agreement expressly provide for survivorship between them.

(d) In other cases, the death of any party to a multiple-party account has no effect on beneficial ownership of the account other than to transfer the rights of the decedent as part of his estate.

(e) A right of survivorship arising from the express terms of the account or under this section, if an intent to give can be shown, a beneficiary designation in a trust account, or a P.O.D. payee designation, cannot be changed by will.

[I.C., sec. 15-6-104, as added by 1971, ch. 111, sec. 1, p. 233; am. 1971, ch. 126, sec. 1, p. 487; am. 1972, ch. 201, sec. 25, p. 510.]

15-6-105. EFFECT OF WRITTEN NOTICE TO FINANCIAL INSTITUTION. The provisions of section [15-6-104](#) of this Part as to rights of survivorship are determined by the form of the account at the death of a party. This form may be altered by written order given by a party to the financial institution to change the form of the account or to stop or vary payment under the terms of

the account. The order or request must be signed by a party, received by the financial institution during the party's lifetime, and not countermanded by other written order of the same party during his lifetime.

[I.C., sec. 15-6-105, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-106. ACCOUNTS AND TRANSFERS NONTESTAMENTARY. Any transfers resulting from the application of section [15-6-104](#) of this chapter are effective by reason of the account contracts involved and this statute and are not to be considered as testamentary or subject to chapters 1 through 4 of this code.

[I.C., sec. 15-6-106, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-107. LIABILITY OF NONPROBATE TRANSFEREES FOR CREDITOR CLAIMS AND STATUTORY ALLOWANCES. (1) In this section, "nonprobate transfer" means a valid transfer effective at death, other than of a survivorship interest in a joint tenancy of real estate, by a transferor whose last domicile was in this state to the extent that the transferor immediately before death had power, acting alone, to prevent the transfer by revocation or withdrawal and instead to use the property for the benefit of the transferor to apply it to discharge claims against the transferor's probate estate.

(2) Except as otherwise provided by statute, a transferee of a nonprobate transfer is subject to liability to the decedent's probate estate for allowed claims against the decedent's probate estate and statutory allowances to the decedent's surviving spouse, minor children and dependent children to the extent the decedent's probate estate is insufficient to satisfy those claims and allowances. The liability of a nonprobate transferee may not exceed the value of nonprobate transfers received or controlled by that transferee.

(3) Nonprobate transferees are liable for the insufficiency described in subsection (2) of this section in the following order:

- (a) As provided in the decedent's will or any other governing instrument;
- (b) To the extent of the value of the nonprobate transfer received or controlled by the trustee of a trust serving as the principal nonprobate instrument in the decedent's estate plan as shown by its designation as devisee of the decedent's residuary estate or by other facts or circumstances;
- (c) Other nonprobate transferees, in proportion to the values received.

(4) Unless otherwise provided by the trust instrument, interests of beneficiaries in all trusts incurring liabilities under this section shall abate as necessary to satisfy the liability as if all of the trust instruments were a single will and the interests were devised under it.

(5) A provision made in one (1) instrument may direct the apportionment of the liability among the nonprobate transferees taking under that or any other governing instrument. If a provision in one (1) instrument conflicts with a provision in another, the later one prevails.

(6) Upon due notice to a nonprobate transferee, the liability imposed by this section is enforceable in proceedings in this state, wherever the transferee is located.

(7) A proceeding under this section may not be commenced unless the personal representative of the decedent's estate has received from the surviv-

ing spouse or one acting for a minor or dependent child, to the extent that statutory allowances are affected, or a creditor, a written demand for the proceeding. If the personal representative declines or fails to commence a proceeding after demand, a person making demand may commence the proceeding in the name of the decedent's estate, at the expense of the person making the demand and not of the estate. A personal representative who declines in good faith to commence a requested proceeding incurs no personal liability for declining.

(8) A proceeding under this section must be commenced within two (2) years after the decedent's death, but a proceeding on behalf of a creditor whose claim was allowed after proceedings challenging disallowance of the claim may be commenced within sixty (60) days after final allowance of the claim.

(9) Unless a written notice asserting that a decedent's probate estate is insufficient to pay allowed claims and statutory allowances has been received from the decedent's personal representative the following rules apply:

(a) Payment or delivery of assets by a financial institution, registrar or other obligor to a nonprobate transferee in accordance with the terms of the governing instrument controlling the transfer releases the obligor from all claims for amounts paid or assets delivered.

(b) A trustee receiving or controlling a nonprobate transfer is released from liability under this section on any assets distributed to the trust's beneficiaries. Each beneficiary to the extent of the distribution received becomes liable for the amount of the trustee's liability attributable to that asset imposed by subsections (2) and (3) of this section.

[15-6-107, added 2003, ch. 61, sec. 2, p. 207.]

15-6-108. FINANCIAL INSTITUTION PROTECTION -- PAYMENT ON SIGNATURE OF ONE PARTY. Financial institutions may enter into multiple-party accounts to the same extent that they may enter into single-party accounts. Any multiple-party account may be paid, on request, to any one (1) or more of the parties. A financial institution shall not be required to inquire as to the source of funds received for deposit to a multiple-party account, or to inquire as to the proposed application of any sum withdrawn from an account, for purposes of establishing net contributions.

[I.C., sec. 15-6-108, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-109. FINANCIAL INSTITUTION PROTECTION -- PAYMENT AFTER DEATH OR DISABILITY -- JOINT ACCOUNT. Any sums in a joint account may be paid, on request, to any party without regard to whether any other party is incapacitated or deceased at the time the payment is demanded; but payment may not be made to the personal representative or heirs of a deceased party unless proofs of death are presented to the financial institution showing that the decedent was the last surviving party or unless there is no right of survivorship under section [15-6-104](#) of this Part.

[I.C., sec. 15-6-109, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-110. FINANCIAL INSTITUTION PROTECTION -- PAYMENT OF P.O.D. ACCOUNT. Any P.O.D. account may be paid, on request, to any original party

to the account. Payment may be made, on request, to the P.O.D. payee or to the personal representative or heirs of a deceased P.O.D. payee upon presentation to the financial institution of proof of death showing that the P.O.D. payee survived all persons named as original payees. Payment may be made to the personal representative or heirs of a deceased original payee if proof of death is presented to the financial institution showing that his decedent was the survivor of all other persons named on the account either as an original payee or as P.O.D. payee.

[I.C., sec. 15-6-110, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-111. FINANCIAL INSTITUTION PROTECTION -- PAYMENT OF TRUST ACCOUNT. Any trust account may be paid, on request, to any trustee. Unless the financial institution has received written notice that the beneficiary has a vested interest not dependent upon his surviving the trustee, payment may be made to the personal representative or heirs of a deceased trustee if proof of death is presented to the financial institution showing that his decedent was the survivor of all other persons named on the account either as trustee or beneficiary. Payment may be made, on request, to the beneficiary upon presentation to the financial institution of proof of death showing that the beneficiary or beneficiaries survived all persons named as trustees.

[I.C., sec. 15-6-111, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-112. FINANCIAL INSTITUTION PROTECTION -- DISCHARGE. Payment made pursuant to sections [15-6-108](#), [15-6-109](#), [15-6-110](#) or [15-6-111](#) of this Part discharges the financial institution from all claims for amounts so paid whether or not the payment is consistent with the beneficial ownership of the account as between parties, P.O.D. payees, or beneficiaries, or their successors. The protection here given does not extend to payments made after a financial institution has received written notice from any party able to request present payment to the effect that withdrawals in accordance with the terms of the account should not be permitted. Unless the notice is withdrawn by the person giving it, the successor of any deceased party must concur in any demand for withdrawal if the financial institution is to be protected under this section. No other notice or any other information shown to have been available to a financial institution shall affect its right to the protection provided here. The protection here provided shall have no bearing on the rights of parties in disputes between themselves or their successors concerning the beneficial ownership of funds in, or withdrawn from, multiple-party accounts.

[I.C., sec. 15-6-112, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-113. FINANCIAL INSTITUTION PROTECTION -- SETOFF. Without qualifying any other statutory right to setoff or lien and subject to any contractual provision, if a party to a multiple-party account is indebted to a financial institution, the financial institution has a right to setoff against the account in which the party has or had immediately before his death a present right of withdrawal. The amount of the account subject to setoff is that proportion to which the debtor is, or was immediately before his death, beneficially entitled, and in the absence of proof of net contributions, to an equal share with all parties having present rights of withdrawal.

[I.C., sec. 15-6-113, as added by 1971, ch. 111, sec. 1, p. 233.]

15-6-114. COMMUNITY PROPERTY. A deposit of community property in an account does not alter the community character of the property or community rights in the property, but a right of survivorship between parties married to each other arising from the express terms of the account or of the provisions of this chapter may not be altered by will.

[15-6-114, added 2016, ch. 363, sec. 1, p. 1071.]

PART 2.  
PROVISIONS RELATING TO EFFECT OF DEATH

15-6-201. PROVISIONS FOR PAYMENT OR TRANSFER AT DEATH. (a) Any of the following provisions in an insurance policy, contract of employment, bond, mortgage, promissory note, deposit agreement, pension plan, trust agreement, conveyance, agreement to pass property at death to the surviving spouse or any other written instrument effective as a contract, gift, conveyance, or trust is deemed to be nontestamentary, and this code does not invalidate the instrument or any provision:

(1) that money or other benefits theretofore due to, controlled or owned by a decedent shall be paid after his death to a person designated by the decedent in either the instrument or a separate writing, including a will, executed at the same time as the instrument or subsequently;

(2) that any money due or to become due under the instrument shall cease to be payable in event of the death of the promisee or the promisor before payment or demand; or

(3) that any property which is the subject of the instrument shall pass to a person designated by the decedent in either the instrument or a separate writing, including a will, executed at the same time as the instrument or subsequently.

(b) Nothing in this section limits the rights of creditors under other laws of this state.

(c) In the case of agreements to pass property at death to the surviving spouse, such agreements shall be executed in writing, acknowledged or proved in the same manner as deeds to real property, contain a description of all real property, be altered or amended in the same way, and shall be revoked in the event husband and wife are subsequently divorced. The existence of such an agreement shall not affect the rights of creditors and any debt, cause of action or any obligation which could have been presented as a claim against the property of the decedent's estate shall survive against the other parties to the agreement; statutes of limitations on any such debts, causes of action, choses in action, or other legal obligations shall continue to run as though the deceased person had survived and any action brought against the persons succeeding to such property shall be brought within the period limited for the commencement of such action, provided that recovery against the person succeeding to such property shall be limited to the fair market value of the property at the time of the death of the decedent.

(d) No such agreement shall be effective to pass title to property until it has been recorded, prior to the death of any party thereto, in the recorder's office of the county of the domicile of the decedent and of each county in which real property described therein is located; nor shall any amendment to any such agreement be effective for any purpose until such

amendment has been recorded in like manner prior to the death of any party thereto.

[I.C., sec. 15-6-201, as added by 1971, ch. 111, sec. 1, p. 233; am. 1973, ch. 167, sec. 18, p. 319.]

PART 3.  
UNIFORM TOD SECURITY REGISTRATION ACT

15-6-301. DEFINITIONS. In this part:

(1) "Beneficiary form" means a registration of a security which indicates the present owner of the security and the intention of the owner regarding the person who will become the owner of the security upon the death of the owner.

(2) "Register," including its derivatives, means to issue a certificate showing the ownership of a certificated security or, in the case of an uncertificated security, to initiate or transfer an account showing ownership of securities.

(3) "Registering entity" means a person who originates or transfers a security title by registration, and includes a broker maintaining security accounts for customers and a transfer agent or other person acting for or as an issuer of securities.

(4) "Security" means a share, participation, or other interest in property, in a business, or in an obligation of an enterprise or other issuer, and includes a certificated security, an uncertificated security, and a security account.

(5) "Security account" means: (i) a reinvestment account associated with a security, a securities account with a broker, a cash balance in a brokerage account, cash, cash equivalents, interest, earnings, or dividends earned or declared on a security in an account, a reinvestment account, or a brokerage account, whether or not credited to the account before the owner's death; (ii) an investment management or custody account with a trust company or a trust division of a bank with trust powers, including the securities in the account, a cash balance in the account, cash, cash equivalents, interest, earnings, or dividends earned or declared on a security in the account, whether or not credited to the account before the owner's death; or (iii) a cash balance or other property held for or due to the owner of a security as a replacement for or product of an account security, whether or not credited to the account before the owner's death.

[15-6-301, added 1996, ch. 303, sec. 1, p. 996; am. 2002, ch. 122, sec. 1, p. 346.]

15-6-302. REGISTRATION IN BENEFICIARY FORM -- SOLE OR JOINT TENANCY OWNERSHIP. Only individuals whose registration of a security shows sole ownership by one (1) individual or multiple ownership by two (2) or more with right of survivorship, rather than as tenants in common, may obtain registration in beneficiary form. Multiple owners of a security registered in beneficiary form hold as joint tenants with right of survivorship, as tenants by the entirety, or as owners of community property held in survivorship form, and not as tenants in common.

[15-6-302, added 1996, ch. 303, sec. 1, p. 997.]



15-6-303. REGISTRATION IN BENEFICIARY FORM -- APPLICABLE LAW. A security may be registered in beneficiary form if the form is authorized by this or a similar statute of the state of organization of the issuer or registering entity, the location of the registering entity's principal office, the office of its transfer agent or its office making the registration, or by this or a similar statute of the law of the state listed as the owner's address at the time of registration. A registration governed by the law of a jurisdiction in which this or similar legislation is not in force or was not in force when a registration in beneficiary form was made is nevertheless presumed to be valid and authorized as a matter of contract law.

[15-6-303, added 1996, ch. 303, sec. 1, p. 997.]

15-6-304. ORIGINATION OF REGISTRATION IN BENEFICIARY FORM. A security, whether evidenced by certificate or account, is registered in beneficiary form when the registration includes a designation of a beneficiary to take the ownership at the death of the owner or the deaths of all multiple owners in the form set forth in section [15-6-305](#), Idaho Code.

[15-6-304, added 1996, ch. 303, sec. 1, p. 997; am. 2000, ch. 244, sec. 1, p. 680.]

15-6-305. FORM OF REGISTRATION IN BENEFICIARY FORM. Registration in beneficiary form shall be shown by the words "transfer on death" or the abbreviation "TOD," or by the words "pay on death" or the abbreviation "POD," after the name of the registered owner and before the name of a beneficiary.

[15-6-305, added 1996, ch. 303, sec. 1, p. 997; am. 2000, ch. 244, sec. 2, p. 680.]

15-6-306. EFFECT OF REGISTRATION IN BENEFICIARY FORM. The designation of a TOD beneficiary on a registration in beneficiary form has no effect on ownership until the owner's death. A registration of a security in beneficiary form may be canceled or changed at any time by the sole owner or all then surviving owners without the consent of the beneficiary.

[15-6-306, added 1996, ch. 303, sec. 1, p. 997.]

15-6-307. OWNERSHIP ON DEATH OF OWNER. On death of a sole owner or the last to die of all multiple owners, ownership of securities registered in beneficiary form passes to the beneficiary or beneficiaries who survive all owners. On proof of death of all owners and compliance with any applicable requirements of the registering entity, a security registered in beneficiary form may be reregistered in the name of the beneficiary or beneficiaries who survived the death of all owners. Until division of the security after the death of all owners, multiple beneficiaries surviving the death of all owners hold their interests as tenants in common. If no beneficiary survives the death of all owners, the security belongs to the estate of the deceased sole owner or the estate of the last to die of all multiple owners.

[15-6-307, added 1996, ch. 303, sec. 1, p. 998.]

15-6-308. PROTECTION OF REGISTERING ENTITY. (1) A registering entity is not required to offer or to accept a request for security registration in

beneficiary form. If a registration in beneficiary form is offered by a registering entity, the owner requesting registration in beneficiary form assents to the protections given to the registering entity by this part.

(2) By accepting a request for registration of a security in beneficiary form, the registering entity agrees that the registration will be implemented on death of the deceased owner as provided in this part.

(3) A registering entity is discharged from all claims to a security by the estate, creditors, heirs or devisees of a deceased owner if it registers a transfer of the security in accordance with section [15-6-307](#), Idaho Code, and does so in good faith reliance (i) on the registration, (ii) on this part, and (iii) on information provided to it by affidavit of the personal representative of the deceased owner, or by the surviving beneficiary or by the surviving beneficiary's representatives, or other information available to the registering entity. The protections of this part do not extend to a reregistration or payment made after a registering entity has received written notice from any claimant to any interest in the security objecting to implementation of a registration in beneficiary form. No other notice or other information available to the registering entity affects its right to protection under this part.

(4) The protection provided by this part to the registering entity of a security does not affect the rights of beneficiaries in disputes between themselves and other claimants to ownership of the security transferred or its value or proceeds.

[15-6-308, added 1996, ch. 303, sec. 1, p. 998.]

15-6-309. NONTESTAMENTARY TRANSFER ON DEATH. (1) A transfer on death resulting from a registration in beneficiary form is effective by reason of the contract regarding the registration between the owner and the registering entity and this part and is not testamentary.

(2) This part does not limit the rights of creditors of security owners against beneficiaries and other transferees under other laws of this state.

[15-6-309, added 1996, ch. 303, sec. 1, p. 998.]

15-6-310. TERMS, CONDITIONS AND FORMS FOR REGISTRATION. (1) A registering entity offering to accept registrations in beneficiary form may establish the terms and conditions under which it will receive requests (i) for registrations in beneficiary form, and (ii) for implementation of registrations in beneficiary form, including requests for cancellation of previously registered TOD beneficiary designations and requests for reregistration to effect a change of beneficiary. The terms and conditions so established may provide for proving death, avoiding or resolving any problems concerning fractional shares, designating primary and contingent beneficiaries, and substituting a named beneficiary's descendants to take in the place of the named beneficiary in the event of the beneficiary's death. Substitution may be indicated by appending to the name of the primary beneficiary the letters LDPS, standing for "lineal descendants per stirpes." This designation substitutes a deceased beneficiary's descendants who survive the owner for a beneficiary who fails to so survive, the descendants to be identified and to share in accordance with the law of the beneficiary's domicile at the owner's death governing inheritance by descendants of an intestate. Other forms of identifying beneficiaries who are to take on one (1) or more contingencies, and rules for providing proofs and assurances

needed to satisfy reasonable concerns by registering entities regarding conditions and identities relevant to accurate implementation of registrations in beneficiary form, may be contained in a registering entity's terms and conditions.

(2) The following are illustrations of registrations in beneficiary form which a registering entity may authorize:

(a) Sole owner-sole beneficiary: John S. Brown, TOD (or POD) John S. Brown Jr.

(b) Multiple owners-sole beneficiary: John S. Brown, Mary B. Brown, JT TEN TOD John S. Brown Jr.

(c) Multiple owners-primary and secondary (substituted) beneficiaries: John S. Brown, Mary B. Brown, JT TEN TOD John S. Brown Jr., SUB BENE Peter Q. Brown or John S. Brown, Mary B. Brown, JT TEN TOD John S. Brown Jr., LDPS.

[15-6-310, added 1996, ch. 303, sec. 1, p. 999.]

15-6-311. SHORT TITLE -- RULES OF CONSTRUCTION. (1) This part shall be known as and may be cited as the "Uniform TOD Security Registration Act."

(2) This act shall be liberally construed and applied to promote its underlying purposes and policy and to make uniform the laws with respect to the subject of this act among states enacting it.

(3) Unless displaced by the particular provisions of this act, the principles of law and equity supplement its provisions.

[15-6-311, added 1996, ch. 303, sec. 1, p. 999.]

15-6-312. APPLICATION OF PART. This part applies to registrations of securities in beneficiary form made before or after the effective date of this act, by decedents dying on or after the effective date of this act.

[15-6-312, added 1996, ch. 303, sec. 1, p. 999.]

#### PART 4.

#### COMMUNITY PROPERTY RIGHT OF SURVIVORSHIP

15-6-401. COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP IN REAL PROPERTY. Any estate in real property held by a husband and wife as community property with right of survivorship shall, upon the death of one (1) spouse, transfer and belong to the surviving spouse. An estate in community property with right of survivorship is created by a grant, transfer or devise to a husband and wife, when expressly declared in the grant, transfer or devise to be an estate in community property with right of survivorship. An estate in community property with right of survivorship may also be created by grant or transfer from a husband and wife, when holding title as community property or otherwise, to themselves or from either husband or wife to both husband and wife when expressly declared in the grant, transfer or devise to be an estate in community property with right of survivorship.

[15-6-401, added 2008, ch. 175, sec. 1, p. 478.]

15-6-402. TERMINATION OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP IN REAL PROPERTY. (1) In the case of real property owned by a husband and wife as community property with right of survivorship pursuant to section [15-6-](#)

401, Idaho Code, the right of survivorship is extinguished on the recordation in the office of the recorder of the county or counties where the real property is located an affidavit entitled "affidavit terminating right of survivorship" executed by either spouse under oath which sets forth:

- (a) A stated intent by the spouse to terminate the survivorship right;
- (b) A description in the instrument by which the right of survivorship was created, including the date the instrument was recorded and the county recorder's book and page or instrument reference number; and
- (c) The legal description of the real property affected by the affidavit.

The recordation shall not extinguish the community interest of either spouse.

(2) Divorce, or annulment of the marriage of, the husband and wife, unless otherwise ordered by the court in which the divorce is granted, severs the interests of the former spouses in property held by them at the time of the divorce or annulment as community property with the right of survivorship and transforms the interests of the former spouses into tenancies in common. A severance under this section does not affect any third party interest in property acquired for value and in good faith reliance on an apparent title by survivorship in the survivor of the former spouses unless a writing declaring the severance has been noted, registered, filed or recorded in records appropriate to the kind and location of the property that a person relied upon as evidence of ownership in the ordinary course of transactions involving that property.

[15-6-402, added 2008, ch. 175, sec. 1, p. 478.]

15-6-403. COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP IN PERSONAL PROPERTY. Any estate in personal property held by a husband and wife as community property with right of survivorship shall, upon the death of one (1) spouse, transfer and belong solely to the surviving spouse as a nontestamentary disposition at death. The first deceased spouse does not have a right of disposition at death of any interest in community property with right of survivorship. An estate in community property with right of survivorship is created by a written grant, transfer or devise to a husband and wife when expressly declared in the written grant, transfer or devise to be an estate in community property with right of survivorship. An estate in community property with right of survivorship may also be created by written grant or transfer from a husband and wife, when holding title as community property or otherwise, to themselves or from either husband or wife to both husband and wife when expressly declared in the written grant, transfer or devise to be an estate in community property with right of survivorship. The grant, transfer or devise is effective upon delivery, while both husband and wife are alive, to the entity at which the personal property is held. A written grant, transfer or devise includes the making of the appropriate choice on a form from the entity at which the personal property is held.

[15-6-403, added 2015, ch. 247, sec. 1, p. 1043.]

15-6-404. TERMINATION OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP IN PERSONAL PROPERTY. (1) The right of survivorship is extinguished by a document executed by either spouse that sets forth:

- (a) A stated intent by the spouse to terminate the survivorship right;

(b) A description of the instrument by which the right of survivorship was created, including the date the instrument was executed; and

(c) A description of the personal property affected by the document.

The execution of the document shall not extinguish the community interest of either spouse.

(2) The right of survivorship is extinguished upon delivery, while both husband and wife are alive, of the document described in subsection (1) of this section to the entity at which the personal property is held.

(3) Divorce or annulment of the marriage of the husband and wife, unless otherwise ordered by the court in which the divorce is granted, severs the interests of the former spouses in property held by them at the time of the divorce or annulment as community property with the right of survivorship and transforms the interests of the former spouses into tenancies in common. A severance under this section does not affect any third party interest in property acquired for value and in good faith reliance on an apparent title by survivorship in the survivor of the former spouses unless a writing declaring the severance has been noted, registered, filed or recorded in records appropriate to the kind and location of the property that a person relied upon as evidence of ownership in the ordinary course of transactions involving that property.

(4) If both spouses are deceased and it cannot be reasonably ascertained which spouse was the first to die and which spouse survived, the right of survivorship shall be deemed terminated and the property treated as community property without the right of survivorship.

[15-6-404, added 2015, ch. 247, sec. 2, p. 1044.]