

HB 1369 – AS INTRODUCED

2014 SESSION

14-2038  
05/10

HOUSE BILL            **1369**

AN ACT                adopting the Uniform Marital Property Act.

SPONSORS:            Rep. D. McGuire, Merr 21; Rep. Kelleigh Murphy, Hills 7; Rep. Rowe, Hills 22;  
Rep. Huot, Belk 3; Sen. Sanborn, Dist 9; Sen. Stiles, Dist 24; Sen. Pierce, Dist 5

COMMITTEE:          Judiciary

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ANALYSIS

This bill adopts the Uniform Marital Property Act in New Hampshire. The uniform law is based on community property principles by which property owned by a married couple is classified as either marital property or individual property.

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Explanation:          Matter added to current law appears in ***bold italics***.  
Matter removed from current law appears [~~in brackets and struck through.~~]  
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Fourteen*

AN ACT adopting the Uniform Marital Property Act.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1 1 New Chapter; Uniform Marital Property Act. Amend RSA by inserting after chapter 460 the  
2 following new chapter:

3 CHAPTER 460-A

4 UNIFORM MARITAL PROPERTY ACT

5 460-A:1 Definitions. In this chapter:

6 I. “Acquire,” in relation to property, includes reduction of indebtedness on encumbered  
7 property and obtaining a lien on or security interest in property.

8 II. “Appreciation” means a realized or unrealized increase in the value of property.

9 III. “Decree” means a judgment or other order of a court.

10 IV. “Deferred employment benefit” means a benefit under a plan, fund, program, or other  
11 arrangement under which compensation or benefits from employment are expressly, or as a result of  
12 surrounding circumstances, deferred to a later date or the happening of a future event. Such an  
13 arrangement includes a pension, profit sharing, or stock-bonus plan; an employee stock-ownership  
14 stock-purchase plan; a savings or thrift plan; an annuity plan; a qualified bond-purchase plan; a self-  
15 employed retirement plan; a simplified employee pension; and a deferred compensation agreement or  
16 plan. It does not include life, health, accident, or other insurance, or a plan, fund, program, or other  
17 arrangement providing benefits comparable to insurance benefits, except to the extent that benefits  
18 under the arrangement: (i) have a present value that is immediately realizable in cash at the option  
19 of the employee; (ii) constitute an unearned premium for the coverage; (iii) represent a right to  
20 compensation for loss of income during disability; or (iv) represent a right to payment of expenses  
21 incurred before time of valuation.

22 V. “Determination date” means the last to occur of the following:

23 (a) Marriage;

24 (b) 12:01 a.m. on the date of establishment of a marital domicile in this state; or

25 (c) 12:01 a.m. on the effective date of this chapter.

26 VI. “Disposition at death” means transfer of property by will, intestate succession,  
27 nontestamentary transfer, or other means that take effect at the transferor’s death.

28 VII. “Dissolution” means:

29 (a) Termination of a marriage by a decree of dissolution, divorce, annulment, or  
30 declaration of invalidity; or

31 (b) Entry of a decree of legal separation or separate maintenance.

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1 VIII. “During marriage” means a period that begins at marriage and ends at dissolution or  
2 at the death of a spouse.

3 IX. Property is “held” by a person only if a document of title to the property is registered,  
4 recorded, or filed in a public office in the name of the person or a writing that customarily operates  
5 as a document of title to the type of property is issued for the property in the person’s name.

6 X. “Income” means wages, salaries, commissions, bonuses, gratuities, payments in kind,  
7 deferred employment benefits, proceeds, other than death benefits, of a health, accident, or disability  
8 insurance policy, or of a plan, fund, program, or other arrangement providing benefits comparable to  
9 those forms of insurance, other economic benefits having value which are attributable to the effort of  
10 a spouse, dividends, interest, income from trusts, and net rents and other net returns attributable to  
11 investment, rental, licensing, or other use of property, unless attributable to a return of capital or to  
12 appreciation.

13 XI. “Management and control” means the right to buy, sell, use, transfer, exchange,  
14 abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose  
15 of, institute or defend a civil action regarding, or otherwise deal with, property as if it were property  
16 of an unmarried person.

17 XII. “Marital property agreement” means an agreement that complies with RSA 460-A:10.

18 XIII. A person has “notice” of a fact if the person has knowledge of it, receives a notification  
19 of it, or has reason to know that it exists from the facts and circumstances known to the person.

20 XIV. “Presumption” or a “presumed” fact means the imposition on the person against whom  
21 the presumption or presumed fact is directed of the burden of proving that the nonexistence of the  
22 presumed condition or fact is more probable than its existence.

23 XV. “Property” means an interest, present or future, legal or equitable, vested or contingent,  
24 in real or personal property.

25 XVI. “Written consent” means a document signed by a person against whose interests it is  
26 sought to be enforced.

27 460-A:2 Responsibility Between Spouses.

28 I. Each spouse shall act in good faith with respect to the other spouse in matters involving  
29 marital property or other property of the other spouse. This obligation may not be varied by a  
30 marital property agreement.

31 II. Management and control by a spouse of that spouse’s property that is not marital  
32 property in a manner that limits, diminishes, or fails to produce income from that property does not  
33 violate paragraph I.

34 460-A:3 Variation by Marital Property Agreement. Except as provided in RSA 460-A:2;  
35 RSA 460-A:8, V; RSA 460-A:9, III; and RSA 460-A:10, II, a marital property agreement may vary the  
36 effect of this chapter.

37 460-A:4 Classification of Property of Spouses.

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1           I. All property of spouses is marital property except that which is classified otherwise by this  
2 chapter.

3           II. All property of spouses is presumed to be marital property.

4           III. Each spouse has a present undivided one-half interest in marital property.

5           IV. Income earned or accrued by a spouse or attributable to property of a spouse during  
6 marriage and after the determination date is marital property.

7           V. Marital property transferred to a trust remains marital property.

8           VI. Property owned by a spouse at a marriage after the determination date is individual  
9 property.

10          VII. Property acquired by a spouse during marriage and after the determination date is  
11 individual property if acquired:

12           (a) By gift or a disposition at death made by a third person to the spouse and not to both  
13 spouses;

14           (b) In exchange for or with the proceeds of other individual property of the spouse;

15           (c) From appreciation of the spouse's individual property except to the extent that the  
16 appreciation is classified as marital property under RSA 460-A:14;

17           (d) By a decree, marital property agreement, written consent, or reclassification under  
18 RSA 460-A:7, II designating it as the individual property of the spouse; or

19           (e) As a recovery for damage to property under RSA 460-A:15, except as specifically  
20 provided otherwise in a decree, marital property agreement, or written consent.

21          VIII. Except as provided otherwise in this chapter, the enactment of this chapter does not  
22 alter the classification and ownership rights of property acquired before the determination date.

23          IX. Except as provided otherwise in this chapter and to the extent it would affect the  
24 ownership rights of the spouse that existed in the property before the determination date, during  
25 marriage the interest of a spouse in property owned immediately before the determination date is  
26 treated as if it were individual property.

27          460-A:5 Management and Control of Property of Spouses.

28           I. A spouse acting alone may manage and control:

29           (a) That spouse's property that is not marital property;

30           (b) Except as provided in paragraphs II and III, marital property held in that spouse's  
31 name alone or not held in the name of either spouse;

32           (c) A policy of insurance if that spouse is designated as the owner on the records of the  
33 issuer of it;

34           (d) The rights of an employee under an arrangement for deferred employment benefits  
35 that accrue as a result of that spouse's employment;

36           (e) A claim for relief vested in that spouse by other law; and

37           (f) Marital property held in the names of both spouses in the alternative, including a

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1 manner of holding using the names of both spouses and the word “or”.

2 II. Spouses may manage and control marital property held in the names of both spouses  
3 other than in the alternative only if they act together.

4 III. The right to manage and control marital property transferred to a trust is determined by  
5 the terms of the trust.

6 IV. The right to manage and control marital property does not determine the classification of  
7 property of the spouses and does not rebut the presumption of RSA 460-A:4, II.

8 V. The right to manage and control marital property permits gifts of that property only to  
9 the extent provided in RSA 460-A:6.

10 VI. The right to manage and control any property of spouses acquired before the  
11 determination date is not affected by this chapter.

12 VII. A court may appoint a guardian to exercise a disabled spouse’s right to manage and  
13 control marital property.

14 460-A:6 Gifts of Marital Property to Third Persons.

15 I. A spouse acting alone may give to a third person marital property that the spouse has the  
16 right to manage and control only if the value of the marital property given to the third person does  
17 not aggregate more than \$5,000 in a calendar year, or a larger amount if, when made, the gift is  
18 reasonable in amount considering the economic position of the spouses. Any other gift of marital  
19 property to a third person is subject to paragraph II unless both spouses act together in making the  
20 gift.

21 II. If a gift of marital property by a spouse does not comply with paragraph I, the other  
22 spouse may bring an action to recover the property or a compensatory judgment in place of the  
23 property, to the extent of the noncompliance. The other spouse may bring the action against the  
24 donating spouse, the recipient of the gift, or both. The action must be commenced within the earlier  
25 of one year after the other spouse has notice of the gift or 3 years after the gift. If the recovery occurs  
26 during marriage, it is marital property. If the recovery occurs after a dissolution or the death of  
27 either spouse, it is limited to one-half of the value of the gift and is individual property.

28 460-A:7 Property Transactions Between Spouses. Nothing in this chapter shall preclude spouses  
29 from reclassifying their property by gift or marital property agreement.

30 460-A:8 Obligations of Spouses.

31 I. Except as otherwise provided in paragraph VII, an obligation incurred by a spouse during  
32 marriage, including one attributable to an act or omission during marriage, is presumed to be  
33 incurred in the interest of the marriage or the family.

34 II. After the determination date:

35 (a) A spouse’s obligation to satisfy a duty of support owed to the other spouse or to a  
36 child of the marriage may be satisfied only from all marital property and all other property of the  
37 obligated spouse that is not marital property;

1           (b) An obligation incurred by a spouse in the interest of the marriage or the family may  
2 be satisfied only from all marital property and all other property of that spouse that is not marital  
3 property;

4           (c) An obligation incurred by a spouse before or during marriage that is attributable to  
5 an obligation arising before marriage or to an act or omission occurring before marriage may be  
6 satisfied only from property of that spouse that is not marital property and that part of marital  
7 property which would have been the property of that spouse, but for the marriage; and

8           (d) Any other obligation incurred by a spouse during marriage, including one  
9 attributable to an act or omission during marriage, may be satisfied only from property of that  
10 spouse that is not marital property and that spouse's interest in marital property and in that order.

11           III. This chapter does not alter the relationship between spouses and their creditors with  
12 respect to any property or obligation in existence on the determination date.

13           IV. Provisions of a written consent signed by a creditor which diminish the rights of the  
14 creditor provided in this section are binding on the creditor.

15           V. No provision of a marital property agreement adversely affects the interest of a creditor  
16 unless the creditor had actual knowledge of that provision when the obligation to that creditor was  
17 incurred. The effect of this paragraph may not be varied by a marital property agreement.

18           VI. This chapter does not affect the exemption of any property of spouses under other law.

19           VII.(a) A spouse acting alone may incur an obligation of not more than \$5,000, or a larger  
20 amount if such amount is reasonable considering the economic position of the spouses. Any other  
21 obligation of marital property to a third person is subject to subparagraph (b) unless both spouses act  
22 together in incurring the obligation.

23           (b) If the obligation does not comply with subparagraph (a), the other spouse may bring  
24 an action against the spouse that incurred the obligation to recover an amount equal to the debt or  
25 obligation. The action must be commenced within one year after the other spouse has notice of the  
26 obligation. The debt or obligation may be satisfied only from the separate property of that spouse  
27 and from his or her interest in the marital property.

28           460-A:9 Protection of Bona Fide Purchasers Dealing With Spouses.

29           I. In this section:

30           (a) "Bona fide purchaser" means a purchaser of property for value who:

31               (1) Has not knowingly been a party to fraud or illegality affecting the interest of the  
32 spouses or other parties to the transaction;

33               (2) Does not have notice of an adverse claim by a spouse; and

34               (3) Has acted in the transaction in good faith.

35           (b) "Purchase" means to acquire property by sale, lease, discount, negotiation, mortgage,  
36 pledge, or lien or otherwise to deal with property in a voluntary transaction other than a gift.

37           (c) A purchaser gives "value" for property acquired:

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- 1                   (1) In return for a binding commitment to extend credit;
- 2                   (2) As security for or in total or partial satisfaction of a pre-existing claim;
- 3                   (3) By accepting delivery pursuant to a pre-existing contract for purchase; or
- 4                   (4) Generally, in return for any other consideration sufficient to support a simple
- 5 contract.

6                   II. Notice of the existence of a marital property agreement, a marriage, or the termination of

7 a marriage does not affect the status of a purchaser as a bona fide purchaser.

8                   III. Marital property purchased by a bona fide purchaser from a spouse having the right to

9 manage and control the property under RSA 460-A:5 is acquired free of any claim of the other

10 spouse. The effect of this section may not be varied by a marital property agreement.

11                   460-A:10 Marital Property Agreement.

12                   I. A marital property agreement must be a document signed by both spouses. It is

13 enforceable without consideration.

14                   II. A marital property agreement may not adversely affect the right of a child to support.

15                   III. Except as provided in RSA 460-A:2; RSA 460-A:8, V; and RSA 460-A:9, III and in

16 paragraph II, in a marital property agreement spouses may agree with respect to:

17                   (a) Rights and obligations in any of their property whenever and wherever acquired or

18 located;

19                   (b) Management and control of any of their property;

20                   (c) Disposition of any of their property on dissolution, death, or the occurrence or

21 nonoccurrence of any other event;

22                   (d) Modification or elimination of spousal support;

23                   (e) Making a will, trust, or other arrangement to carry out the agreement;

24                   (f) A provision that upon the death of either of them, any of their property, including

25 after-acquired property, will pass without probate to a designated person, trust, or other entity by

26 nontestamentary disposition;

27                   (g) Choice of law governing construction of the agreement; and

28                   (h) Any other matter affecting their property not in violation of public policy or a statute

29 imposing a criminal penalty.

30                   IV. A marital property agreement may be amended or revoked only by a later marital

31 property agreement. The amended agreement or the revocation is enforceable without consideration.

32                   V. Persons intending to marry each other may enter into a marital property agreement as if

33 married, but the agreement becomes effective only upon their marriage.

34                   VI. A marital property agreement executed during marriage is not enforceable if the spouse

35 against whom enforcement is sought proves that:

36                   (a) The agreement was unconscionable when made; or

37                   (b) That spouse did not execute the agreement voluntarily; or

1 (c) Before execution of the agreement, that spouse:

2 (1) Was not provided a fair and reasonable disclosure of the property or financial  
3 obligations of the other spouse;

4 (2) Did not voluntarily sign a written consent expressly waiving any right to  
5 disclosure of the property or financial obligations of the other spouse beyond the disclosure provided;  
6 and

7 (3) Did not have notice of the property or financial obligations of the other spouse.

8 VII. A marital property agreement executed before marriage is not enforceable if the spouse  
9 against whom enforcement is sought proves that:

10 (a) That spouse did not execute the agreement voluntarily; or

11 (b) The agreement was unconscionable when made and before execution of the  
12 agreement that spouse:

13 (1) Was not provided a fair and reasonable disclosure of the property or financial  
14 obligations of the other spouse;

15 (2) Did not voluntarily sign a written consent expressly waiving any right to  
16 disclosure of the property or financial obligations of the other spouse beyond the disclosure provided;  
17 and

18 (3) Did not have notice of the property or financial obligations of the other spouse.

19 VIII. An issue of unconscionability of a marital property agreement is for decision by the  
20 court as a matter of law.

21 IX. If a provision of a marital property agreement modifies or eliminates spousal support  
22 and that modification or elimination causes one spouse to be eligible for support under a program of  
23 public assistance at the time of dissolution, the court may require the other spouse to provide  
24 support to the extent necessary to avoid that eligibility, notwithstanding the terms of the agreement.

25 X. A document signed before the effective date of this chapter by spouses or unmarried  
26 persons who subsequently married each other which affects the property of either of them and is  
27 enforceable by either of them without reference to this chapter is not affected by this chapter except  
28 as provided otherwise in a marital property agreement made after the determination date.

29 460-A:11 Optional Forms of Holding Property, Including Use of “And” or “Or”; Survivorship  
30 Ownership.

31 I. Spouses may hold marital property in a form that designates the holders of it by the words  
32 “(name of one spouse) or (name of other spouse) as marital property.” Marital property held in that  
33 form is subject to RSA 460-A:5, I(f).

34 II. Spouses may hold marital property in a form that designates the holder of it by the words  
35 “(name of one spouse) and (name of other spouse) as marital property.” Marital property held in that  
36 form is subject to RSA 460-A:5, II.

37 III. A spouse may hold individual property in a form that designates the holder of it by the



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1 words “(name of spouse) as individual property.” Individual property held in that form is subject to  
2 RSA 460-A:5, I(a).

3 IV. Spouses may hold property in any other form permitted by law, including a concurrent  
4 form or a form that provides for survivorship ownership.

5 V. If the words “survivorship marital property” are used instead of the words “marital  
6 property” in the form described in paragraph I or II, marital property so held is survivorship marital  
7 property. On the death of a spouse, the ownership rights of that spouse in survivorship marital  
8 property vest solely in the surviving spouse by nontestamentary disposition at death. The first  
9 deceased spouse does not have a right of disposition at death of any interest in survivorship marital  
10 property. Holding marital property in a form described in paragraph I or II does not alone establish  
11 survivorship ownership between the spouses with respect to the property held in that form.

12 VI. Any granting clause of a deed or device that uses the words “community property,” or an  
13 abbreviation thereof, shall be construed to have the same meaning as “marital property,” or an  
14 abbreviation thereof.

15 460-A:12 Classification of Life Insurance Policies and Proceeds.

16 I. In this section:

17 (a) “Owner” means a person appearing on the records of the policy issuer as the person  
18 having the ownership interest or, if no person other than the insured appears on those records as a  
19 person having that interest, it means the insured.

20 (b) “Ownership interest” means the rights of an owner under a policy.

21 (c) “Policy” means an insurance policy insuring the life of a spouse and providing for  
22 payment of death benefits at the spouse’s death.

23 (d) “Proceeds” means the death benefit from a policy and all other economic benefits from  
24 it, whether they accrue or become payable as a result of the death of an insured person or upon the  
25 occurrence or nonoccurrence of another event.

26 II. If a policy issuer makes payments or takes actions in accordance with the policy and the  
27 issuer’s records, the issuer is not liable because of those payments or actions unless, at the time of  
28 the payments or actions, it had actual knowledge of inconsistent provisions of a decree or marital  
29 property agreement or of an adverse claim by a spouse, former spouse, surviving spouse, or persons  
30 claiming under a deceased spouse’s disposition at death.

31 III. Except as provided in paragraphs IV, V, and VI:

32 (a) The ownership interest and proceeds of a policy issued after the determination date  
33 which designates the insured as the owner are marital property without regard to the classification  
34 of property used to pay premiums on the policy.

35 (b) The ownership interest and proceeds of a policy issued before the determination date  
36 which designates the insured as the owner are mixed property if a premium on the policy is paid  
37 from marital property after the determination date without regard to the classification of property

1 used to pay premiums on that policy after the initial payment of a premium on it from marital  
2 property. The marital property component of the ownership interest and proceeds is the part  
3 resulting from multiplying the entire ownership interest and proceeds by a fraction of which the  
4 numerator is the period during marriage that the policy was in effect after the date on which a  
5 premium was paid from marital property and the denominator is the entire period the policy was in  
6 effect.

7 (c) The ownership interest and proceeds of a policy issued during marriage which  
8 designates the spouse of the insured as the owner are individual property of its owner without regard  
9 to the classification of property used to pay premiums on the policy.

10 (d) The ownership interest and proceeds of a policy that designates a person other than  
11 either of the spouses as the owner are not affected by this chapter if no premium on the policy is paid  
12 from marital property after the determination date. If a premium on the policy is paid from marital  
13 property after the determination date, the ownership interest and proceeds of the policy are in part  
14 property of the designated owner of the policy and in part marital property of the spouses without  
15 regard to the classification of property used to pay premiums on that policy after the initial payment  
16 of a premium on it from marital property. The marital property component of the ownership interest  
17 and proceeds is the part resulting from multiplying the entire ownership interest and proceeds by a  
18 fraction of which the numerator is the period during marriage that the policy was in effect after the  
19 date on which a premium was paid from marital property and the denominator is the entire period  
20 the policy was in effect.

21 (e) Written consent by a spouse to the designation of another person as the beneficiary of  
22 the proceeds of a policy is effective to relinquish that spouse's interest in the ownership interest and  
23 proceeds of the policy without regard to the classification of property used by a spouse or another to  
24 pay premiums on that policy. A designation by either spouse of a parent or child of either of the  
25 spouses as the beneficiary of the proceeds of a policy is presumed to have been made with the consent  
26 of the other spouse.

27 (f) Unless the spouses provide otherwise in a marital property agreement, designation of  
28 a trust as the beneficiary of the proceeds of a policy with a marital property component does not  
29 reclassify that component.

30 IV. This section does not affect a creditor's interest in the ownership interest or proceeds of a  
31 policy assigned or made payable to the creditor as security.

32 V. The interest of a person as owner or beneficiary of a policy acquired under a decree or  
33 property settlement agreement incident to a prior marriage or parenthood is not marital property  
34 without regard to the classification of property used to pay premiums on that policy.

35 VI. This section does not affect the ownership interest or proceeds of a policy if neither  
36 spouse is designated as an owner in the policy or the records of the policy issuer and no marital  
37 property is used to pay a premium on the policy.

1           460-A:13 Classification of Deferred Employment Benefits.

2           I. A deferred employment benefit attributable to employment of a spouse occurring after the  
3 determination date is marital property.

4           II. A deferred employment benefit attributable to employment of a spouse occurring during  
5 marriage and partly before and partly after the determination date is mixed property. The marital  
6 property component of that mixed property is the part resulting from multiplying the entire benefit  
7 by a fraction of which the numerator is the period of employment giving rise to the benefit that  
8 occurred after the determination date and during marriage and the denominator is the total period of  
9 the employment. Unless provided otherwise in a decree, marital property agreement, or written  
10 consent, valuation of a deferred employment benefit that is mixed property shall be made as of the  
11 death of a spouse or a dissolution.

12           III. Ownership or disposition provisions of a deferred employment benefit which conflict with  
13 paragraphs I and II are ineffective between spouses, former spouses, or between a surviving spouse  
14 and a person claiming under a deceased spouse's disposition at death.

15           IV. If an administrator of an arrangement for deferred employment benefits makes  
16 payments or takes actions in accordance with the arrangement and the administrator's records, the  
17 administrator is not liable because of those payments or actions unless, at the time of the payments  
18 or actions, it had actual knowledge of inconsistent provisions of a decree or marital property  
19 agreement or of an adverse claim by a spouse, former spouse, surviving spouse, or a person claiming  
20 under a deceased spouse's disposition at death.

21           460-A:14 Mixed Property.

22           I. Except as provided otherwise in RSA 460-A:12 and RSA 460-A:13, mixing marital property  
23 with property having any other classification reclassifies the other property to marital property  
24 unless the component of the mixed property which is not marital property can be traced.

25           II. Application by one spouse of substantial labor, effort, inventiveness, physical or  
26 intellectual skill, creativity, or managerial activity on individual property of the other spouse creates  
27 marital property attributable to that application if:

28                   (a) Reasonable compensation is not received for the application; and

29                   (b) Substantial appreciation of the individual property of the other spouse results from  
30 the application.

31           460-A:15 Interspousal Remedies.

32           I. A spouse has a claim against the other spouse for breach of the duty of good faith imposed  
33 by RSA 460-A:2 resulting in damage to the claimant spouse's present undivided one-half interest in  
34 marital property.

35           II. A court may order an accounting of the property and obligations of the spouses and may  
36 determine rights of ownership in, beneficial enjoyment of, or access to, marital property and the  
37 classification of all property of the spouses.

1           III. A court may order that the name of a spouse be added to marital property held in the  
2 name of the other spouse alone, except with respect to:

3               (a) A partnership interest held by the other spouse as a general partner;

4               (b) An interest in a professional corporation, professional association, or similar entity  
5 held by the other spouse as a stockholder or member;

6               (c) An asset of an unincorporated business if the other spouse is the only spouse involved  
7 in operating or managing the business; or

8               (d) Any other property if the addition would adversely affect the rights of a third person.

9           IV. Except as provided otherwise in RSA 460-A:6, II, a spouse must commence an action  
10 against the other spouse under paragraph I not later than 3 years after acquiring actual knowledge  
11 of the facts giving rise to the claim.

12           460-A:16 Invalid Marriages. If a marriage is invalidated by a decree, a court may apply so much  
13 of this chapter to the property of the persons who were parties to the invalid marriage as is  
14 necessary to avoid an inequitable result.

15           460-A:17 Treatment of Certain Property at Dissolution. Except as provided in RSA 460-A:16:

16               I. In a dissolution, all property then owned by the spouses that was acquired during  
17 marriage and before the determination date which would have been marital property under this  
18 chapter if acquired after the determination date shall be treated as if it were marital property.

19               II. In a dissolution, any property of either spouse which can be traced to property received by  
20 a spouse after the determination date as a recovery for a loss of earning capacity during marriage  
21 shall be treated as if it were marital property.

22               III. After a dissolution, each former spouse owns an undivided one-half interest in the  
23 former marital property as a tenant in common except as provided otherwise in a decree or written  
24 consent.

25               IV. In an action for legal separation, the court may decree the extent to which property  
26 acquired by the spouses after the legal separation is marital property and the responsibility of each  
27 spouse for obligations incurred after the decree of legal separation.

28           460-A:18 Treatment of Certain Property at Death of Spouse.

29               I. At the death of a spouse domiciled in this state, all property then owned by the spouse  
30 that was acquired during marriage and before the determination date which would have been  
31 marital property under this chapter if acquired after the determination date shall be treated as if it  
32 were marital property.

33               II. At the death of a spouse domiciled in this state, any property of the spouse which can be  
34 traced to property received by the spouse after the determination date as a recovery for a loss of  
35 earning capacity during marriage shall be treated as if it were marital property.

36           460-A:19 Rules of Construction. Unless displaced by this chapter, the principles of law and  
37 equity supplement its provisions.

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1           460-A:20 Uniformity of Application and Construction.

2           I. This chapter shall be applied and construed to effectuate its general purpose to make  
3 uniform the law with respect to the subject of this chapter among states enacting it.

4           II. The general court intends marital property to be treated as a form of community  
5 property.

6           460-A:21 Short Title. This chapter may be cited as the “Uniform Marital Property Act.”

7           460-A:22 Severability. If any provision of this chapter or its application to any person or  
8 circumstance is held invalid, the invalidity does not affect other provisions or applications of this  
9 chapter which can be given effect without the invalid provision or application, and to this end the  
10 provisions of this chapter are severable.

11          2 Annulment, Divorce and Separation; Division of Marital Property. The introductory  
12 paragraph of RSA 458:16-a, II is amended to read as follows:

13           II. ***Consistent with RSA 460-A***, when a dissolution of a marriage is decreed, the court may  
14 order an equitable division of ***marital*** property between the parties. The court shall presume that  
15 an equal division is an equitable distribution of ***marital*** property, unless the court establishes a  
16 trust fund under RSA 458:20 or unless the court decides that an equal division would not be  
17 appropriate or equitable after considering one or more of the following factors:

18          3 Uniform Marital Property Act Committee Established. There is established a committee to  
19 study the adoption of the Uniform Marital Property Act, RSA 460-A, in New Hampshire.

20           I. The members of the committee shall be as follows:

21           (a) Three members of the house of representatives, appointed by the speaker of the  
22 house of representatives.

23           (b) One members of the senate, appointed by the president of the senate.

24           II. Members of the committee shall receive mileage at the legislative rate when attending to  
25 the duties of the committee.

26           III. The committee shall study the adoption and application of the Uniform Marital Property  
27 Act in RSA 460. The study shall include consideration of how the act affects the following areas of  
28 law and practice and shall determine what statutory amendments, if any, are required:

29           (a) RSA 458, relative to annulment, divorce and separation.

30           (b) RSA 561, relative to descent and distribution of an estate.

31           (c) Banking statutes governing concurrent ownership of property by spouses.

32           (d) Any other statute affected by the Uniform Marital Property Act.

33           IV. The members of the study committee shall elect a chairperson from among the members.  
34 The first meeting of the committee shall be called by the first-named house member. The first  
35 meeting of the committee shall be held within 45 days of the effective date of this section. Three  
36 members of the committee shall constitute a quorum.

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1           V. The committee shall report its findings and any recommendations for proposed legislation  
2 to the speaker of the house of representatives, the president of the senate, the house clerk, the  
3 senate clerk, the governor, and the state library on or before November 1, 2015.

4           4 Effective Date.

5           I. Sections 1 and 2 of this act shall take effect January 1, 2015.

6           II. The remainder of this act shall take effect upon its passage.