

## HOUSE BILL NO. 254

IN THE LEGISLATURE OF THE STATE OF ALASKA

# TWENTY-EIGHTH LEGISLATURE - SECOND SESSION

BY REPRESENTATIVES HUGHES AND GRUENBERG

**Introduced:** 1/21/14

**Referred: Labor and Commerce, Judiciary**

## A BILL

## FOR AN ACT ENTITLED

1 "An Act relating to powers of attorney; relating to the uniform probate code; and  
2 providing for an effective date."

3 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

4 \* **Section 1.** AS 13.06.050(1) is repealed and reenacted to read:

5 (1) "agent" means a person granted authority to act for a principal  
6 under a power of attorney, whether denominated an agent, attorney-in-fact, or  
7 otherwise; "agent" includes an original agent, coagent, successor agent, and a person  
8 to which an agent's authority is delegated;

9       \* **Sec. 2.** AS 13.06.050(46) is amended to read:

(46) "state" means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, **the United States Virgin Islands**, or a territory or insular possession subject to the jurisdiction of the United States:

13 \* Sec. 3. AS 13.06.050 is amended by adding new paragraphs to read:

(57) "durable," with respect to a power of attorney, means not

1 terminated by the principal's incapacity;

2 (58) "electronic" means relating to technology having electrical,  
3 digital, magnetic, wireless, optical, electromagnetic, or similar capabilities;

4 (59) "power of attorney" means a writing or other record that grants  
5 authority to an agent to act in the place of the principal, whether or not the term  
6 "power of attorney" is used; "power of attorney" does not include a power exercisable  
7 by the principal in a fiduciary capacity or exercisable only by will;

8 (60) "principal" means an individual who grants authority to an agent  
9 in a power of attorney;

10 (61) "record" means information that is inscribed on a tangible  
11 medium or that is stored in an electronic or other medium and is retrievable in  
12 perceivable form;

13 (62) "sign" means, with present intent to authenticate or adopt a  
14 record,

15 (A) to execute or adopt a tangible symbol; or

16 (B) to attach to or logically associate with the record an  
17 electronic sound, symbol, or process.

18 \* **Sec. 4.** AS 13.26.332 is amended to read:

19 **Sec. 13.26.332. Statutory form power of attorney.** A person who wishes to  
20 designate another as attorney-in-fact or agent by a power of attorney may execute a  
21 statutory power of attorney set out in substantially the following form:

22 **GENERAL POWER OF ATTORNEY**

23 **THE POWERS GRANTED FROM THE PRINCIPAL TO THE  
24 AGENT OR AGENTS IN THE FOLLOWING DOCUMENT ARE  
25 VERY BROAD. THEY MAY INCLUDE THE POWER TO  
26 DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND  
27 PERSONAL PROPERTY. ACCORDINGLY, THE FOLLOWING  
28 DOCUMENT SHOULD ONLY BE USED AFTER CAREFUL  
29 CONSIDERATION. IF YOU HAVE ANY QUESTIONS ABOUT  
30 THIS DOCUMENT, YOU SHOULD SEEK COMPETENT ADVICE.**

31 **YOU MAY REVOKE THIS POWER OF ATTORNEY AT**

1 ANY TIME.

2 Pursuant to AS 13.26.338 - 13.26.353, I, (Name of principal), of  
 3 (Address of principal), do hereby appoint (Name and address of agent  
 4 or agents), my attorney(s)-in-fact to act as indicated below in my name,  
 5 place, and stead in any way which I myself could do, if I were  
 6 personally present, with respect to the following matters, as each of  
 7 them is defined in AS 13.26.344, to the full extent that I am permitted  
 8 by law to act through an agent:

9 THE AGENT OR AGENTS YOU HAVE APPOINTED WILL  
 10 HAVE ALL THE POWERS LISTED BELOW UNLESS YOU DRAW  
 11 A LINE THROUGH A CATEGORY; AND INITIAL THE BOX  
 12 OPPOSITE THAT CATEGORY

- 13 (A) real estate transactions ( )
- 14 (B) transactions involving tangible personal  
property, chattels, and goods ( )
- 15 (C) bonds, shares, and commodities transactions ( )
- 16 (D) banking transactions ( )
- 17 (E) business operating transactions ( )
- 18 (F) insurance transactions ( )
- 19 (G) estate transactions ( )
- 20 (H) [GIFT TRANSACTIONS ( )
- 21 (I) claims and litigation ( )
- 22 (I) [J) personal relationships and affairs ( )
- 23 (J) [(K) benefits from government programs  
and civil or military service ( )
- 24 (K) [(L) records, reports, and statements ( )
- 25 (L) [(M) delegation ( )
- 26 (M) [(N) voter registration and absentee ballot requests ( )
- 27 (N) **retirement plans** ( )
- 28 (O) all other matters, including those specified as follows: ( )

1 \_\_\_\_\_

2 \_\_\_\_\_

3 **GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

4 **The agent or agents you have appointed WILL NOT have**  
 5 **the power to do any of the following acts UNLESS you INITIAL**  
 6 **the box opposite that category:**

7 **(   ) Create, amend, revoke, or terminate an inter vivos trust**  
 8 **(   ) Make a gift, subject to the limitations of AS 13.26.344(h) and**  
 9 **any special instructions in this power of attorney.**

10 IF YOU HAVE APPOINTED MORE THAN ONE AGENT,  
 11 CHECK ONE OF THE FOLLOWING:

12 (   ) Each agent may exercise the powers conferred separately, without  
 13 the consent of any other agent.

14 (   ) All agents shall exercise the powers conferred jointly, with the  
 15 consent of all other agents.

16 TO INDICATE WHEN THIS DOCUMENT SHALL  
 17 BECOME EFFECTIVE, CHECK ONE OF THE FOLLOWING:

18 (   ) This document shall become effective upon the date of my  
 19 signature.

20 (   ) This document shall become effective upon the date of my  
 21 disability and shall not otherwise be affected by my disability.

22 IF YOU HAVE INDICATED THAT THIS DOCUMENT  
 23 SHALL BECOME EFFECTIVE ON THE DATE OF YOUR  
 24 SIGNATURE, CHECK ONE OF THE FOLLOWING:

25 (   ) This document shall not be affected by my subsequent disability.

26 (   ) This document shall be revoked by my subsequent disability.

27 IF YOU HAVE INDICATED THAT THIS DOCUMENT  
 28 SHALL BECOME EFFECTIVE UPON THE DATE OF YOUR  
 29 SIGNATURE AND WANT TO LIMIT THE TERM OF THIS  
 30 DOCUMENT, COMPLETE THE FOLLOWING:

31 This document shall only continue in effect for \_\_\_\_\_ (   ) years

from the date of my signature.

NOTICE OF REVOCATION OF THE POWERS GRANTED  
IN THIS DOCUMENT

You may revoke one or more of the powers granted in this document. Unless otherwise provided in this document, you may revoke a specific power granted in this power of attorney by completing a special power of attorney that includes the specific power in this document that you want to revoke. Unless otherwise provided in this document, you may revoke all the powers granted in this power of attorney by completing a subsequent power of attorney.

## NOTICE TO THIRD PARTIES

A third party who relies on the reasonable representations of an attorney-in-fact as to a matter relating to a power granted by a properly executed statutory power of attorney does not incur any liability to the principal or to the principal's heirs, assigns, or estate as a result of permitting the attorney-in-fact to exercise the authority granted by the power of attorney. A third party who fails to honor a properly executed statutory form power of attorney may be liable to the principal, the attorney-in-fact, the principal's heirs, assigns, or estate for a civil penalty, plus damages, costs, and fees associated with the failure to comply with the statutory form power of attorney. If the power of attorney is one which becomes effective upon the disability of the principal, the disability of the principal is established by an affidavit, as required by law.

IN WITNESS WHEREOF, I have hereunto signed my name  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Signature of Principal

Acknowledged before me at \_\_\_\_\_  
\_\_\_\_\_, on \_\_\_\_\_.:

Signature of Officer or Notary

1       \* **Sec. 5.** AS 13.26.344(a) is amended to read:

2               (a) In a statutory form power of attorney, the language conferring general  
3               authority with respect to real estate transactions shall be construed to mean that, as to  
4               an estate or interest in land of the principal, whether in the estate or elsewhere, the  
5               principal authorizes the agent to

6                       (1) accept as a gift or as security for a loan, demand, buy, lease,  
7               receive, or otherwise acquire either ownership or possession of any estate or interest in  
8               land;

9                       (2) sell, exchange, convey, quitclaim, release, surrender, mortgage,  
10               encumber, partition or consent to the partitioning, [REVOKE, CREATE OR MODIFY  
11               A TRUST,] grant options concerning, lease or sublet, or otherwise to dispose of, an  
12               estate or interest in land;

13                       (3) release in whole or in part, assign the whole or a part of, satisfy in  
14               whole or in part, and enforce a mortgage, encumbrance, lien, or other claim to land  
15               that exists, or is claimed to exist, in favor of the principal;

16                       (4) do any act of management or of conservation with respect to an  
17               estate or interest in land owned, or claimed to be owned, by the principal, including by  
18               way of illustration, but not of restriction, power to insure against any casualty,  
19               liability, or loss, obtain or regain possession or protect the estate or interest, pay,  
20               compromise, or contest taxes or assessments, or apply for refunds in connection with a  
21               payment, compromise, or tax, purchase supplies, hire assistance of labor, and make  
22               repairs or alterations in the structures or land;

23                       (5) use, develop, modify, alter, replace, remove, erect, or install  
24               structures or other improvements on land in which the principal has, or claims to have,  
25               an estate or interest;

26                       (6) demand, receive, or obtain money or any other thing of value to  
27               which the principal is, or may become, or may claim to be entitled as the proceeds of  
28               an interest in land or of one or more of the transactions enumerated in this subsection;  
29               conserve, invest, disburse, or use anything so received for purposes enumerated in this  
30               subsection; and reimburse the agent for an expenditure properly made in the execution  
31               of the powers conferred by the statutory form power of attorney;

(7) participate in any reorganization with respect to real property and receive and hold any shares of stock or instrument of similar character received under a plan of reorganization, and act with respect to a plan of reorganization, including by way of illustration, but not of restriction, power to sell or otherwise to dispose of shares, to exercise or to sell an option, conversion, or similar right, and to vote in person by the granting of a proxy;

(8) agree and contract, in any manner, and with any person and on any terms that the agent may select, for the accomplishment of any of the purposes enumerated in this subsection, and perform, rescind, reform, release, or modify an agreement or contract made by or on behalf of the principal;

(9) execute, acknowledge, seal, and deliver a deed, revocation, declaration or modification of trust, mortgage, lease, notice, check, or other instrument that the agent considers useful for the accomplishment of any of the purposes enumerated in this subsection;

(10) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, a claim existing in favor of, or against, the principal based on or involving a real estate transaction or intervene in any related action;

(11) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers that action to be desirable for the proper execution of a power described in this subsection, and for the keeping of records about that action; and

(12) do any other act or acts that the principal can do through an agent with respect to any estate or interest in land.

\* **Sec. 6.** AS 13.26.344(b) is amended to read:

(b) In a statutory form power of attorney, the language conferring general authority with respect to tangible personal property, chattels, and goods transactions shall be construed to mean that, as to tangible personal property, chattels, or goods owned by the principal, whether located in the state or elsewhere, the principal authorizes the agent to

(1) accept as a gift, or as a security for a loan, reject, demand, buy,

1 receive, or otherwise acquire either ownership or possession of chattels or goods or an  
2 interest in the tangible personal property, chattels, or goods;

3 (2) sell, exchange, convey, release, surrender, mortgage, encumber,  
4 pledge, hypothecate, pawn, [REVOKE, CREATE, OR MODIFY A TRUST,] grant  
5 options concerning, lease or sublet to others, or otherwise dispose of tangible personal  
6 property, chattels, or goods or an interest in them;

7 (3) release in whole or in part, assign the whole or a part of, satisfy in  
8 whole or in part, and enforce a mortgage, encumbrance, lien, or other claim that exists,  
9 or is claimed to exist, in favor of the principal with respect to any tangible personal  
10 property, chattels, or goods or an interest in them;

11 (4) do any act of management or of conservation with respect to any  
12 tangible personal property, chattels, or goods or to an interest in any tangible personal  
13 property, chattels, or goods owned, or claimed to be owned, by the principal, including  
14 by way of illustration, but not of restriction, power to insure against any casualty,  
15 liability, or loss, obtain or regain possession, or protect the tangible personal property,  
16 chattels, or goods or an interest in them, pay, compromise, or contest taxes or  
17 assessments, apply for refunds in connection with a payment, compromise, or tax,  
18 move from place to place, store for hire or on a gratuitous bailment, use, alter, and  
19 make repairs or alterations of any tangible personal property, chattels, or goods, or an  
20 interest in them;

21 (5) demand, receive, and obtain money or any other thing of value to  
22 which the principal is, or may become, or may claim to be, entitled as the proceeds of  
23 any tangible personal property, chattels, or goods or of an interest in them, or of one or  
24 more of the transactions enumerated in this subsection, conserve, invest, disburse, or  
25 use anything so received for purposes enumerated in this subsection, and reimburse  
26 the agent for any expenditures properly made in the execution of the powers conferred  
27 by the power of attorney;

28 (6) agree and contract, in any manner, and with any person and on any  
29 terms that the agent may select, for the accomplishment of the purposes enumerated in  
30 this subsection, and perform, rescind, reform, release, or modify any agreement or  
31 contract or any other similar agreement or contract made by or on behalf of the

1 principal;

2 (7) execute, acknowledge, seal, and deliver a conveyance, revocation,  
3 declaration or modification of [TRUST,] mortgage, lease, notice, check or other  
4 instrument that the agent considers useful for the accomplishment of the purposes  
5 enumerated in this subsection;

6 (8) prosecute, defend, submit to arbitration, settle, and propose or  
7 accept a compromise with respect to, a claim existing in favor of, or against, the  
8 principal based on or involving a transaction involving tangible personal property,  
9 chattels, or goods, or intervene in an action or proceeding;

10 (9) hire, discharge, and compensate an attorney, accountant, expert  
11 witness, or assistant when the agent considers the action to be desirable to the proper  
12 execution of a power described in this subsection, and for the keeping of records about  
13 that action;

14 (10) do any other act or acts that the principal can do through an agent  
15 with respect to any chattels or goods or interest in any tangible personal property,  
16 chattels, or goods.

17 \* **Sec. 7. AS 13.26.344(c)** is amended to read:

18 (c) In a statutory form power of attorney, the language conferring general  
19 authority with respect to bonds, shares, and commodities transactions shall be  
20 construed to mean that, with respect to a bond, share, or commodity of the principal,  
21 whether in the state or elsewhere, the principal authorizes the agent to

22 (1) accept as a gift, or as a security for a loan, reject, demand, buy,  
23 receive, or otherwise acquire either ownership or possession of, a bond, share, or  
24 instrument of similar character including, by way of illustration, but not of restriction,  
25 stock in a corporation organized under 43 U.S.C. 1601 et seq. (Alaska Native Claims  
26 Settlement Act), commodity interest, or an instrument with respect to a bond, share, or  
27 instruments of similar character, together with the interest, dividends, proceeds, or  
28 other distributions connected with a bond, share, or instrument of a similar character;

29 (2) sell, exchange, transfer, release, surrender, hypothecate, pledge,  
30 [REVOKE, CREATE, OR MODIFY A TRUST,] grant options concerning, loan, trade  
31 in, or otherwise dispose of a bond, share, instrument of similar character, commodity

1 interest, or a related instrument;

2 (3) release, assign the whole or part of, satisfy in whole or in part, and  
3 enforce a pledge, encumbrance, lien, or other claim as to a bond, share, instrument of  
4 similar character, commodity interest, or a related interest, when the pledge,  
5 encumbrance, lien, or other claim is owned, or claimed to be owned, by the principal;

6 (4) do any act of management or of conservation with respect to a  
7 bond, share, instrument of similar character, commodity interest, or a related  
8 instrument, owned or claimed to be owned by the principal or in which the principal  
9 has or claims to have an interest, including by way of illustration, but not of  
10 restriction, power to insure against a casualty, liability, or loss, obtain or regain  
11 possession or protect the principal's interest, pay, compromise, or contest taxes or  
12 assessments, apply for a refund in connection with a payment, compromise, or tax,  
13 consent to and participate in a reorganization, recapitalization, liquidation, merger,  
14 consolidation, sale or lease or other change in or revival of a corporation or other  
15 association, or in the financial structure of a corporation or other association, or in the  
16 priorities, voting rights, or other special rights with respect to a corporation or  
17 association, become a depositor with a protective, reorganization or similar committee  
18 of the bond, share, other instrument of similar character, commodity interest or a  
19 related instrument, belonging to the principal, make a payment reasonably incident to  
20 them, and exercise or sell an option, conversion, or similar right, or vote in person or  
21 by the granting of a proxy for the accomplishment of the purposes enumerated in this  
22 subsection;

23 (5) carry in the name of a nominee selected by the agent evidence of  
24 the ownership of a bond, share, other instrument of similar character, commodity  
25 interest, or related instrument belonging to the principal;

26 (6) employ, in any way believed to be desirable by the agent, a bond,  
27 share, other instrument of similar character, commodity interest, or a related  
28 instrument, in which the principal has or claims to have an interest, for the protection  
29 or continued operation of a speculative or margin transaction personally begun or  
30 personally guaranteed, in whole or in part, by the principal;

31 (7) demand, receive, or obtain money or any other thing of value to

1 which the principal is, or may claim to be, entitled as the proceeds of an interest in a  
2 bond, share, other instrument of similar character, commodity interest or a related  
3 instrument, or of one or more of the transactions enumerated in this subsection,  
4 conserve, invest, disburse, or use anything so received for purposes enumerated in this  
5 subsection; and reimburse the agent for an expenditure properly made in the execution  
6 of the powers conferred by the statutory form power of attorney;

7 (8) agree and contract, in any manner, and with a broker or other  
8 person, and on terms that the agent may select, for the accomplishment of the purposes  
9 enumerated in this subsection, and perform, rescind, reform, release, or modify the  
10 agreement or contract or other similar agreement made by or on behalf of the  
11 principal;

12 (9) execute, acknowledge, seal, and deliver a consent, agreement,  
13 authorization, assignment, revocation, declaration or modification of [TRUST,] notice,  
14 waiver of notice, check, or other instrument that the agent considers useful for the  
15 accomplishment of the purposes enumerated in this subsection;

16 (10) execute, acknowledge and file a report or certificate required by  
17 law or regulation;

18 (11) prosecute, defend, submit to arbitration, settle, and propose or  
19 accept a compromise with respect to, a claim existing in favor of, or against, the  
20 principal based on or involving a bond, share, or commodity transactions, or intervene  
21 in a related action or proceeding;

22 (12) hire, discharge, and compensate an attorney, accountant, expert  
23 witness, or assistant when the agent considers that action to be desirable for the proper  
24 execution of the powers described in this subsection, and for the keeping of records  
25 about that action; and

26 (13) do any other act or acts that the principal can do through an agent,  
27 with respect to an interest in a bond, share, or other instrument of similar character,  
28 commodity, or instrument with respect to a commodity.

29 \* **Sec. 8. AS 13.26.344(d)** is amended to read:

30 (d) In a statutory form power of attorney, the language conferring general  
31 authority with respect to banking transactions shall be construed to mean that, as to a

1 banking transaction engaged in by the principal, whether in the state or elsewhere, the  
2 principal authorizes the agent to

3 (1) continue, modify, or terminate a deposit account or other banking  
4 arrangement made by or on the behalf of the principal before the execution of the  
5 power of attorney;

6 (2) open, either in the name of the agent alone or in the name of the  
7 principal alone, or in both their names jointly, a deposit account of any type in a  
8 financial institution selected by the agent, hire a safe deposit box or vault space, and  
9 enter into contracts for the procuring of other services made available by the  
10 institution that the agent considers desirable;

11 (3) make, sign, and deliver checks or drafts for any purpose, and  
12 withdraw funds or property of the principal deposited with or left in the custody of a  
13 financial institution, wherever located, either before or after the execution of the  
14 power of attorney;

15 (4) prepare financial statements concerning the assets and liabilities or  
16 income and expenses of the principal, and deliver the statements to a financial  
17 institution or person whom the agent believes to be reasonably entitled to them;

18 (5) receive statements, vouchers, notices, or other documents from a  
19 financial institution and act with respect to them;

20 (6) have free access to a safe deposit box or vault to which the  
21 principal would have access if personally present;

22 (7) borrow money as the agent may determine, give security out of the  
23 assets of the principal as the agent considers necessary for the borrowing, and pay,  
24 renew, or extend the time of payment of a financial institution by any other procedure  
25 made available by the institution;

26 (8) make, assign, endorse, discount, guarantee, use, and negotiate  
27 promissory notes, bills of exchange, checks, drafts, **credit and debit cards, electronic**  
28 **transaction authorizations**, or other negotiable or nonnegotiable paper of the  
29 principal, or payable to the principal or to the principal's order, receive the cash or  
30 other proceeds of them; and accept any bill of exchange or draft drawn by any person  
31 upon the principal, and pay it when due;

(9) receive for the principal and deal in and with a negotiable or nonnegotiable instrument in which the principal has or claims to have an interest;

(10) apply for and receive letters of credit or traveler's checks from a banker or banking institution selected by the agent, giving indemnity or other agreements in connection with the applications or receipts that the agent considers desirable or necessary;

(11) consent to an extension in the time of payment with respect to commercial paper or a banking transaction in which the principal has an interest or by which the principal is, or might be, affected in any way;

(12) pay, compromise, or contest taxes or assessments and apply for refunds in connection with the payment, compromise, or contest;

(13) demand, receive, or obtain money or any other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any banking transaction conducted by the principal or by the agent in the execution of the powers described in this subsection, or partly by the principal and partly by the agent; conserve, invest, disburse, or use anything received for purposes enumerated in this subsection, and reimburse the agent for an expenditure properly made in the execution of the powers conferred by the statutory form power of attorney;

(14) execute, acknowledge, seal, and deliver an instrument, in the name of the principal or otherwise, that the agent considers useful for the accomplishment of a purpose enumerated in this subsection;

(15) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, a claim existing in favor of, or against, the principal based on or involving a banking transaction, or intervene in an action or proceeding relating to a banking transaction;

(16) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers that the action is desirable for the proper execution of the powers described in this subsection, and for the keeping of records about that action; and

(17) do any other act or acts that the principal can do through an agent in connection with a banking transaction that does or might in any way affect the

1 financial or other interests of the principal.

2 \* **Sec. 9.** AS 13.26.344(e) is amended to read:

3 (e) In a statutory form power of attorney, the language conferring general  
4 authority with respect to business operating transactions shall be construed to mean  
5 that, with respect to a business in which the principal has an interest, whether in the  
6 state or elsewhere, the principal authorizes the agent

7 (1) to the extent that an agent is permitted by law to act for a principal,  
8 to discharge and perform any duty or liability and exercise any right, power, privilege,  
9 or option that the principal has, or claims to have, under a contract of partnership,  
10 whether as a general or special partner, enforce the terms of the partnership agreement  
11 for the protection of the principal that the agent considers desirable or necessary, and  
12 defend, submit to arbitration, settle, or compromise an action to which the principal is  
13 a party because of membership in a partnership;

14 (2) to exercise in person or by proxy or enforce a right, power,  
15 privilege, or option that the principal has as the holder of a bond, share, or other  
16 instrument of similar character, and defend, submit to arbitration, settle, or  
17 compromise an action to which the principal is a party because of a bond, share, or  
18 other instrument of similar character;

19 (3) with respect to a business enterprise that is owned solely by the  
20 principal,

21 (A) continue, modify, renegotiate, extend and terminate a  
22 contractual arrangement made with a person, firm, association, or corporation  
23 by or on behalf of the principal;

24 (B) determine the policy of the enterprise as to the location of  
25 the site or sites to be used for its operation, the nature and extent of the  
26 business to be undertaken by it, the methods of manufacturing, selling,  
27 merchandising, financing, accounting, and advertising to be employed in its  
28 operation, the amount and types of insurance to be carried, the mode of  
29 securing compensation and dealing with accountants, attorneys, and employees  
30 required for its operation, agree and contract, in any manner, and with any  
31 person and on any terms, that the agent considers desirable or necessary to

1 carry out any or all of the decisions of the agent as to policy, and perform,  
2 rescind, reform, release, or modify an agreement or contract or any other  
3 similar agreement or contract made by or on behalf of the principal;

4 (C) change the name or form of organization under which the  
5 business is operated and enter into a partnership agreement with others or  
6 organize a corporation to take over the operation of the business, or any part of  
7 it, that the agent considers desirable or necessary;

8 (D) demand and receive all money that is or may become due  
9 to the principal, or that may be claimed by the principal or on the principal's  
10 behalf, in the operation of the enterprise, and control and disburse the funds in  
11 the operation of the enterprise in any way that the agent considers desirable or  
12 necessary, and engage in banking transactions that the agent considers  
13 desirable or necessary to carry out the execution of the powers of the agent  
14 described in this subparagraph;

15 (4) prepare, sign, file, and deliver all reports, compilations of  
16 information, returns, and other papers with respect to a business operating transaction  
17 of the principal that is required by a government agency or that the agent considers  
18 desirable or necessary for any purpose, and make any payments with respect to the  
19 agency;

20 (5) pay, compromise, or contest taxes or assessments and do any act or  
21 acts that the agent considers desirable or necessary to protect the principal from illegal  
22 or unnecessary taxation, fines, penalties, or assessments in connection with the  
23 business operations;

24 (6) demand, receive, or obtain money or any other thing of value to  
25 which the principal is or may claim to be entitled as the proceeds of a business  
26 operation of the principal, conserve, invest, disburse, and use anything so received for  
27 purposes enumerated in this subsection, and reimburse the agent for expenditures  
28 properly made in the execution of the powers conferred by the statutory form power of  
29 attorney;

30 (7) execute, acknowledge, seal, and deliver a deed, assignment,  
31 mortgage, lease, notice, consent, agreement, authorization check, or other instrument

1 that the agent considers useful for the accomplishment of any of the purposes  
 2 enumerated in this subsection;

3 (8) prosecute, defend, submit to arbitration, settle, and propose or  
 4 accept a compromise with respect to, a claim existing in favor of, or against, the  
 5 principal based on or involving a business operating transaction or intervene in a  
 6 related action;

7 (9) hire, discharge, and compensate an attorney, accountant, expert  
 8 witness, or assistant when the agent reasonably believes that the action is desirable for  
 9 the proper execution of the powers described in this subsection, and for the keeping of  
 10 records about that action;

11 **(10) to operate, buy, sell, enlarge, reduce, or terminate an**  
 12 **ownership interest;**

13 **(11) to put additional capital into an entity or business in which**  
 14 **the principal has an interest;**

15 **(12) to join in a plan of reorganization, consolidation, conversion,**  
 16 **domestication, or merger of the entity or business;**

17 **(13) to sell or liquidate all or part of an entity or business; and**

18 **(14) to establish the value of an entity or business under a buy-out**  
 19 **agreement to which the principal is a party; and**

20 **(15) [AND (10)] do any other act or acts that the principal can do**  
 21 **through an agent in connection with a business operated by the principal that the agent**  
 22 **considers desirable or necessary for the furtherance or protection of the interests of the**  
 23 **principal.**

24 \* **Sec. 10.** AS 13.26.344(f) is amended to read:

25 (f) In a statutory form power of attorney, the language conferring general  
 26 authority with respect to insurance transactions shall be construed to mean that, as to a  
 27 contract of insurance in which the principal has an interest, whether in the state or  
 28 elsewhere, the principal authorizes the agent to

29 (1) continue, pay the premium or assessment on, modify, rescind,  
 30 release, or terminate any contract of life, accident, health, disability, or liability  
 31 insurance, or any combination of insurance, procured by or on behalf of the principal

before the creation of the agency that insures either the principal or any other person without regard to whether the principal is or is not a beneficiary under the insurance coverage;

(2) procure new, different, or additional contracts on the life of the principal or protecting the principal with respect to ill health, disability, accident, or liability of any sort, select the amount, the type of insurance contract, and the mode of payment under each policy, pay the premium or assessment on, modify, rescind, release, or terminate a contract so procured by the agent; and designate the beneficiary of the contract of insurance, except that the agent cannot be the beneficiary unless the agent is spouse, child, grandchild, parent, brother, or sister of the principal;

(3) apply for and receive a loan on the security of the contract of insurance, whether for the payment of a premium or for the procuring of cash; surrender and receive the cash surrender value; exercise an election as to beneficiary or mode of payment, change the manner of paying premiums, change or convert the type of insurance contract with respect to any insurance that the principal has, or claims to have, as to any power described in this subsection; and change the beneficiary of a contract of insurance, except that the agent cannot be the new beneficiary unless the agent is spouse, child, grandchild, parent, brother, or sister of the principal;

(4) demand, receive, or obtain money or any other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of a contract of insurance or of one or more of the transactions enumerated in this subsection; conserve, invest, disburse, or use anything received for purposes enumerated in this subsection and reimburse the agent for expenditures properly made in the execution of the powers conferred by the statutory form power of attorney;

(5) apply for and procure available government aid in the guaranteeing or paying of premiums of a contract of insurance on the life of the principal;

(6) sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in any contract of insurance;

(7) pay, from the proceeds of an insurance contract or otherwise, compromise, or contest, and apply for refunds in connection with, a tax or assessment

1 levied by a taxing authority with respect to a contract of insurance or the proceeds of  
 2 or liability accruing by reason of a tax or assessment;

3 (8) agree and contract, in any manner and with any person and on any  
 4 terms that the agent may select, for the accomplishment of the purposes enumerated in  
 5 this subsection, and perform, rescind, reform, release, or modify any agreement or  
 6 contract;

7 (9) execute, acknowledge, seal, and deliver any consent, demand,  
 8 request, application, agreement, indemnity, authorization, assignment, pledge, notice,  
 9 check, receipt, waiver, or other instrument that the agent considers useful for the  
 10 accomplishment of a purpose enumerated in this subsection;

11 (10) continue, procure, pay the premium or assessment on, modify,  
 12 rescind, release, terminate, or otherwise deal with any contract of insurance, other than  
 13 those enumerated in (1) and (2) of this subsection, or any combination of insurance;  
 14 and do any act with respect to the contract or with respect to its proceeds or  
 15 enforcement that the agent considers desirable or necessary for the promotion or  
 16 protection of the interests of the principal;

17 (11) prosecute, defend, submit to arbitration, settle, and propose or  
 18 accept a compromise with respect to a claim existing in favor of, or against, the  
 19 principal based on or involving an insurance transaction, or intervene in an action  
 20 relating to an insurance transaction;

21 (12) hire, discharge, and compensate an attorney, accountant, expert  
 22 witness, or assistant when the agent considers the action to be desirable for the proper  
 23 execution of a power described in this subsection, and for the keeping of records about  
 24 that action; [AND]

25 (13) **exercise investment powers available under a contract of**  
 26 **insurance or annuity; and**

27 (14) do any other act or acts that the principal can do through an agent  
 28 in connection with procuring, supervising, managing, modifying, enforcing, and  
 29 terminating contracts of insurance in which the principal is the insured or has an  
 30 interest.

31 \* **Sec. 11.** AS 13.26.344(h) is repealed and reenacted to read:

(h) In a statutory form power of attorney, unless the power of attorney otherwise provides, the language conferring general authority with respect to gift transactions shall be construed to mean that the principal authorizes the agent only

(1) to make a gift of the principal's property only as the agent determines is consistent with the principal's objectives if actually known by the agent and, if unknown, as the agent determines is consistent with the principal's best interest based on all relevant factors, including

(A) the value and nature of the principal's property;

(B) the principal's foreseeable obligations and need for

(C) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes;

(D) eligibility for a benefit, a program, or assistance under a statute or regulation; and

(E) the principal's personal history of making or joining in making gifts;

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

(3) subject to (1) of this subsection, to consent, under 26 U.S.C. 2513 (Internal Revenue Code), as amended, to the splitting of a gift made by the principal's spouse in an amount for each donee not to exceed the aggregate annual gift tax exclusions for both spouses.

\* **Sec. 12.** AS 13.26.344(j) is amended to read:

(j) In a statutory form power of attorney, the language conferring general

1 authority with respect to personal relationships **is neither dependent on, nor limited**  
 2 **by, authority that an agent may or may not have with respect to gifts under**  
 3 **AS 13.26.332 - 13.26.359, and** shall be construed to mean that, as to real and personal  
 4 property owned by the principal, whether in the state or elsewhere, the principal  
 5 authorizes the agent to

6 (1) do all acts necessary to maintain the customary standard of living  
 7 of the spouse, children, [AND] other dependents of the principal, **whether living**  
 8 **when the power of attorney is executed or later born, and individuals whom the**  
 9 **principal has customarily supported or indicated the intent to support**, including  
 10 by way of illustration and not by way of restriction, power to provide living quarters  
 11 by purchase, **by** lease, or by other contract, or by any payment of the operating costs,  
 12 including interest, amortization payments, repairs, and taxes, of premises owned by  
 13 the principal and occupied by the principal's family or dependents, to provide normal  
 14 domestic help for the operation of the household, to provide usual vacations and usual  
 15 travel expenses, to provide usual educational facilities, [AND] to provide funds for all  
 16 the current living costs of the spouse, children, and other dependents, including,  
 17 among other things, shelter, clothing, food, and incidentals, **and to make periodic**  
 18 **payments of child support and other family maintenance required by a court or**  
 19 **governmental agency or an agreement to which the principal is a party;**

20 (2) provide, whenever necessary, medical, dental, and surgical care,  
 21 hospitalization, and custodial care for the spouse, children, and other dependents of the  
 22 principal;

23 (3) continue whatever provision has been made by the principal for the  
 24 principal's spouse, children, and other dependents, with respect to automobiles, or  
 25 other means of transportation, including by way of illustration, but not by way of  
 26 restriction, power to license, insure, and replace automobiles owned by the principal  
 27 and customarily used by the spouse, children, or other dependents of the principal;

28 (4) continue whatever charge accounts have been opened for the  
 29 convenience of the principal's spouse, children, or other dependents, open any new  
 30 accounts that the agent considers desirable to accomplish the purposes enumerated in  
 31 this subsection, and pay the items charged on these accounts by a person authorized or

1                   permitted by the principal to make the charges;

2                   (5) continue the discharge of any services or duties assumed by the  
3                   principal to a parent, relative, or friend of the principal;

4                   (6) supervise, enforce, defend, or settle any claim by or against the  
5                   principal arising out of property damages or personal injuries suffered by or caused by  
6                   the principal, or under any circumstance that the resulting loss will or may fall on the  
7                   principal;

8                   (7) continue payments incidental to the membership or affiliation of  
9                   the principal in a church, club, society, order, or other organization, or continue  
10                  contributions to the organization;

11                  (8) demand, receive, or obtain money or any other thing of value to  
12                  which the principal is or may become or may claim to be entitled as remuneration for  
13                  services performed, or as a stock dividend or distribution, or as interest or principal  
14                  upon indebtedness, or as a periodic distribution of profits from any partnership or  
15                  business in which the principal has or claims an interest, and endorse, collect, or  
16                  otherwise realize upon an instrument for the payment received;

17                  (9) prepare, execute, and file all tax, social security, unemployment  
18                  insurance, and information returns required by the laws of the United States or of any  
19                  state or subdivision, or of any foreign government; prepare, execute, and file all other  
20                  papers and instruments that the agent considers desirable or necessary for the  
21                  safeguarding of the principal against excess or illegal taxation or against penalties  
22                  imposed for claimed violation of a law or regulation; and pay, compromise, or contest  
23                  or apply for refunds in connection with a tax or assessment for which the principal is  
24                  or may be liable;

25                  (10) use an asset of the principal to perform a power enumerated in  
26                  this subsection, including by way of illustration and not by way of restriction, power  
27                  to draw money by check or otherwise from a bank deposit of the principal, to sell land  
28                  or a chattel, bond, share, commodity interest, or other asset of the principal, to borrow  
29                  money, and to pledge as security for the loan any asset, including insurance, that  
30                  belongs to the principal;

31                  (11) execute, acknowledge, verify, seal, file, and deliver an

application, consent, petition, notice, release, waiver, agreement, or other instrument that the agent considers useful to accomplish a purpose enumerated in this subsection;

(12) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of, or against, the principal based on or involving a transaction enumerated in this subsection, or intervene in any action or proceeding related to a transaction;

(13) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers the action to be desirable for the proper execution of any of the powers described in this subsection, and for the keeping of records, about that action; [AND]

(14) do any other act or acts that the principal can do through an agent, for the welfare of the spouse, children, or dependents of the principal or for the preservation and maintenance of the other personal relationships of the principal to a parent, relative, friend, or organization; **and**

(15) act as the principal's personal representative under 42 U.S.C.

1320d (Health Insurance Portability and Accountability Act and secs. 1171 - 1179, Social Security Act), as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the principal or anyone authorized under the law of this state to consent to health care on behalf of the principal.

\* **Sec. 13.** AS 13.26.344(k) is amended to read:

(k) In a statutory form power of attorney, the language conferring general authority with respect to benefits from government programs or civil or [AND] military service shall be construed to mean that, whether the benefits from the government programs or civil or military service have accrued to the principal in the state or elsewhere, the principal authorizes the agent to

(1) prepare and execute vouchers, applications, requests, forms, and other legal documents in the name of the principal for all benefits, bonuses, dividends, allowances, and reimbursements payable under any government program or military service of the United States, a state, or a subdivision, **including allowances and reimbursements for transportation of the individuals described in (j)(1) of this**

1        **section, and for shipment of their household effects,** and receive, endorse, and  
 2        collect the proceeds of a check payable to the order of the principal drawn on the  
 3        treasurer or other fiscal officer or depositary of the United States, a state, or a  
 4        subdivision;

5                (2) take possession and order the removal and shipment of property of  
 6        the principal from any post, warehouse, depot, dock, or other place or storage or  
 7        safekeeping and execute and deliver any release, voucher, receipt, bill of lading,  
 8        shipping ticket, certificate, or other instrument that the agent considers desirable or  
 9        necessary for that purpose;

10               (3) prepare, file, and prosecute the claim of the principal to any benefit  
 11        or assistance to which the principal is, or claims to be, entitled under the provisions of  
 12        a statute or regulation of the United States, a state, or a subdivision;

13               (4) receive the financial proceeds of a claim of the type described in  
 14        this subsection; conserve, invest, disburse or use anything received for purposes  
 15        enumerated in this subsection; and reimburse the agent for expenditures properly made  
 16        in the execution of the powers conferred by the statutory form power of attorney;

17               (5) prosecute, defend, submit to arbitration, settle, and propose or  
 18        accept a compromise with respect to a claim existing in favor of, or against, the  
 19        principal based on or involving a benefit from a government program or military  
 20        service, or intervene in an action relating to a claim;

21               (6) hire, discharge, or compensate an attorney, accountant, expert  
 22        witness, or assistant when the agent considers that action to be desirable for the proper  
 23        execution of any of the powers described in this subsection; [AND]

24               (7) **enroll in, apply for, select, reject, change, amend, or**  
 25        **discontinue, on the principal's behalf, a benefit or program; and**

26               (8) do any other act or acts that the principal can do through an agent,  
 27        and **that** [WHICH] the agent considers desirable or necessary to assure to the principal  
 28        and to the dependents of the principal [,] the maximum possible benefit from the  
 29        government programs **or civil** or military service of the United States, a state, or a  
 30        subdivision.

31        \* **Sec. 14.** AS 13.26.344 is amended by adding a new subsection to read:

(q) In a statutory form power of attorney, the language conferring authority with respect to retirement plans shall be construed to mean that the principal authorizes the agent to

(1) select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

(2) make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;

(3) establish a retirement plan in the principal's name;

(4) make contributions to a retirement plan;

(5) exercise investment powers available under a retirement plan; and

(6) borrow from, sell assets to, or purchase assets from a retirement

1

\* **Sec. 15.** AS 13.26 is amended by adding a new section to read:

**Sec. 13.26.346. Validity of power of attorney executed in another state.** A power of attorney executed other than in this state is valid in this state if, when the power of attorney was executed, the execution complied with

(1) the law of the jurisdiction where the power of attorney was executed; or

(2) the requirements for a military power of attorney under 10 U.S.C. 1044b, as amended.

\* **Sec. 16.** AS 13.26.347 is amended to read:

**Sec. 13.26.347. Validity of modified statutory form power of attorney.** A power of attorney that satisfies the requirements of AS 13.26.332 - 13.26.344 is not prevented from being a statutory form power of attorney by the fact that it also contains additional language that

(1) eliminates from the power of attorney one or more of the powers enumerated in one or more of the subsections of AS 13.26.344 with respect to a section of the statutory form power of attorney that is not eliminated by the principal;

(2) supplements one or more of the powers enumerated in one or more of the subsections of AS 13.26.344 with respect to a section of the statutory form power of attorney that is not eliminated by the principal by specifically listing

1 additional powers of the agent; [OR]

2 (3) makes an additional provision that is not substantially inconsistent  
 3 with the other provisions of the statutory form power of attorney; **or**

4 **(4) relieves an agent of liability for breach of a duty under**  
 5 **AS 13.26.349, except to the extent the provision**

6 **(A) relieves the agent of liability for breach of duty**  
 7 **committed dishonestly, with an improper motive, or with reckless**  
 8 **indifference to the purposes of the power of attorney or the best interest of**  
 9 **the principal; or**

10 **(B) was inserted as a result of an abuse of a confidential or**  
 11 **fiduciary relationship with the principal.**

12 \* **Sec. 17.** AS 13.26 is amended by adding new sections to read:

13 **Sec. 13.26.348. Agent's acceptance and liability.** (a) Except as otherwise  
 14 provided in the power of attorney, a person accepts appointment as an agent under a  
 15 power of attorney by exercising authority or performing duties as an agent or by any  
 16 other assertion or conduct indicating acceptance.

17 (b) An agent that violates a provision in AS 13.26.332 - 13.26.359 is liable to  
 18 the principal or the principal's successors in interest for the amount required to

19 (1) restore the value of the principal's property to what it would have  
 20 been had the violation not occurred; and

21 (2) reimburse the principal or the principal's successors in interest for  
 22 the attorney fees and costs paid on the agent's behalf.

23 **Sec. 13.26.349. Agent's duties.** (a) Notwithstanding provisions in the power of  
 24 attorney, an agent that has accepted appointment shall

25 (1) act in accordance with the principal's reasonable expectations to the  
 26 extent actually known by the agent and, otherwise, in the principal's best interest;

27 (2) act in good faith; and

28 (3) act only within the scope of authority granted in the power of  
 29 attorney.

30 (b) Except as otherwise provided in the power of attorney, an agent that has  
 31 accepted appointment shall

- (1) act loyally for the principal's benefit;
- (2) act so as not to create a conflict of interest that impairs the agent's ability to act impartially in the principal's best interest;

(3) act with the care, competence, and diligence ordinarily exercised by agents in similar circumstances;

(4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;

(5) cooperate with a person that has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually known by the agent and, otherwise, act in the principal's best interest; and

(6) attempt to preserve the principal's estate plan, to the extent actually known by the agent, if preserving the plan is consistent with the principal's best interest based on all relevant factors, including

(A) the value and nature of the principal's property;

(B) the principal's foreseeable obligations and need for maintenance;

(C) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; and

(D) eligibility for a benefit, a program, or assistance under a statute or regulation.

(c) An agent that acts in good faith is not liable to any beneficiary of the principal's estate plan for failure to preserve the plan.

(d) An agent that acts with care, competence, and diligence for the best interest of the principal is not liable solely because the agent also benefits from the act or has an individual or conflicting interest in relation to the property or affairs of the principal.

(e) If an agent is selected by the principal because of special skills or expertise possessed by the agent or in reliance on the agent's representation that the agent has special skills or expertise, the special skills or expertise must be considered in determining whether the agent has acted with care, competence, and diligence under

1 the circumstances.

2 (f) Absent a breach of duty to the principal, an agent is not liable if the value  
 3 of the principal's property declines.

4 (g) An agent that exercises authority to delegate to another person the  
 5 authority granted by the principal or that engages another person on behalf of the  
 6 principal is not liable for an act, error of judgment, or default of that person if the  
 7 agent exercises care, competence, and diligence in selecting and monitoring the  
 8 person.

9 (h) Except as otherwise provided in the power of attorney, an agent is not  
 10 required to disclose receipts, disbursements, or transactions conducted on behalf of the  
 11 principal unless ordered by a court or requested by the principal, a guardian, a  
 12 conservator, another fiduciary acting for the principal, a governmental agency having  
 13 authority to protect the welfare of the principal, or, upon the death of the principal, the  
 14 personal representative or successor in interest of the principal's estate. If so requested,  
 15 within 30 days the agent shall comply with the request or provide a writing or other  
 16 record substantiating why additional time is needed and shall comply with the request  
 17 within an additional 30 days.

18 \* **Sec. 18.** AS 13.26.350(b) is amended to read:

19 (b) An act done by an agent [ATTORNEY-IN-FACT] under a power granted  
 20 in a power of attorney under AS 13.26.332 - 13.26.344 during a period of disability,  
 21 incompetence, or uncertainty as to whether the principal is dead or alive has the same  
 22 effect and enures to the benefit of and binds a principal and the principal's distributees,  
 23 devisees, legatees, and personal representatives as if the principal were competent and  
 24 not disabled. If a conservator is later appointed for the principal, during the  
 25 continuance of the appointment, the agent is accountable to the conservator as well  
 26 as to the principal [THE ATTORNEY-IN-FACT SHALL ACCOUNT TO THE  
 27 CONSERVATOR RATHER THAN TO THE PRINCIPAL]. The conservator has the  
 28 same power the principal would have if the principal were not disabled or incompetent  
 29 to revoke, suspend, or terminate the power of attorney.

30 \* **Sec. 19.** AS 13.26 is amended by adding new sections to read:

31 **Sec. 13.26.351. Judicial relief.** (a) The following persons may petition a court

1 in accordance with the provisions of AS 13.26.165 - 13.26.324 to construe a power of  
 2 attorney, review the agent's conduct, and grant appropriate relief:

- 3 (1) the principal or the agent;
- 4 (2) the principal's attorney or other legal representative;
- 5 (3) a guardian, conservator, or other fiduciary acting for the principal;
- 6 (4) a person authorized to make health care decisions for the principal;
- 7 (5) the principal's spouse, parent, or descendant;
- 8 (6) an individual who would qualify as a presumptive heir of the  
 9 principal;

10 (7) a person named as a beneficiary to receive any property, benefit, or  
 11 contractual right on the principal's death or as a beneficiary of a trust created by or for  
 12 the principal that has a financial interest in the principal's estate;

13 (8) the Department of Health and Social Services, the Department of  
 14 Administration, or other governmental agency having statutory authority to protect the  
 15 welfare of the principal;

16 (9) the principal's caregiver, custodian, or another person that  
 17 demonstrates sufficient interest in the principal's welfare; and

- 18 (10) a person asked to accept the power of attorney.

19 (b) Upon motion by the principal, the court shall dismiss a petition filed under  
 20 this section, unless the court finds that the principal lacks capacity to revoke the  
 21 agent's authority or the power of attorney.

22 **Sec. 13.26.352. Relationship to other laws.** (a) AS 13.26.332 - 13.26.359 do  
 23 not supersede any other law applicable to a financial institution or other entity, and the  
 24 other law controls if inconsistent with AS 13.26.332 - 13.26.359.

25 (b) The remedies in AS 13.26.332 - 13.26.359 are not exclusive and do not  
 26 abrogate any right or remedy under the law of this state.

27 \* **Sec. 20.** AS 13.26.353(b) is amended to read:

28 (b) A third party who relies on the reasonable representations of an attorney-  
 29 in-fact designated under AS 13.26.332 - 13.26.347 [AS 13.26.332 - 13.26.344] as to a  
 30 matter relating to a power granted by a properly executed statutory form power of  
 31 attorney does not incur a liability to the principal or the principal's heirs, assigns, or

1       estate as a result of permitting the attorney-in-fact to exercise the authority granted by  
2       the power of attorney.

3       \* **Sec. 21.** AS 13.26 is amended by adding a new section to read:

4           **Sec. 13.26.354. Acceptance of power of attorney.** (a) A third party asked to  
5       accept a power of attorney may request, and rely upon, without further investigation

6                   (1) an agent's certification under penalty of perjury of any factual  
7       matter concerning the principal, agent, or power of attorney;

8                   (2) an English translation of the power of attorney if the power of  
9       attorney contains, in whole or in part, language other than English; and

10                   (3) an opinion of counsel as to any matter of law concerning the power  
11       of attorney if the person making the request provides in a writing or other record the  
12       reason for the request.

13                   (b) An English translation or an opinion of counsel requested under this  
14       section must be provided at the principal's expense unless the request is made more  
15       than seven business days after the power of attorney is presented for acceptance.

16                   (c) For purposes of this section, a person that conducts activities through  
17       employees is without actual knowledge of a fact relating to a principal, agent, or  
18       power of attorney if the employee conducting the transaction involving the power of  
19       attorney is without actual knowledge of the fact.

20                   (d) Except as otherwise provided in (e) of this section,

21                   (1) a person shall accept an acknowledged power of attorney or request  
22       a certification, a translation, or an opinion of counsel under (a) of this section not later  
23       than seven business days after presentation of the power of attorney for acceptance;

24                   (2) if a person requests a certification, a translation, or an opinion of  
25       counsel under (a) of this section, the person shall accept the power of attorney not later  
26       than five business days after receipt of the certification, translation, or opinion of  
27       counsel; and

28                   (3) a person may not require an additional or different form of power  
29       of attorney for authority granted in the power of attorney presented.

30                   (e) A person is not required to accept an acknowledged power of attorney if

31                   (1) the person is not otherwise required to engage in a transaction with

1 the principal in the same circumstances;

2 (2) engaging in a transaction with the agent or principal in the same  
3 circumstances would be inconsistent with federal law;

4 (3) the person has actual knowledge of the termination of the agent's  
5 authority or of the power of attorney before exercise of the power;

6 (4) a request for a certification, a translation, or an opinion of counsel  
7 under (a) of this section is refused;

8 (5) the person in good faith believes that the power is not valid or that  
9 the agent does not have the authority to perform the act requested, whether or not a  
10 certification, a translation, or an opinion of counsel under (a) of this section has been  
11 requested or provided; or

12 (6) the person makes, or has actual knowledge that another person has  
13 made, a report to Department of Health and Social Services or other governmental  
14 agency, stating a good faith belief that the principal may be subject to physical or  
15 financial abuse, neglect, exploitation, or abandonment by the agent or a person acting  
16 for or with the agent.

17 (f) A person that refuses in violation of this section to accept an acknowledged  
18 power of attorney is subject to

19 (1) a court order mandating acceptance of the power of attorney; and  
20 (2) liability for reasonable attorney fees and costs incurred in any  
21 action or proceeding that confirms the validity of the power of attorney or mandates  
22 acceptance of the power of attorney.

23 \* **Sec. 22.** AS 13.26 is amended by adding a new section to read:

24 **Sec. 13.26.355. Termination of power of attorney; agent's resignation;**  
25 **notice.** (a) Except as provided in AS 13.26.356, a power of attorney terminates when

26 (1) the principal dies;

27 (2) the principal becomes incapacitated, if the power of attorney is not  
28 durable;

29 (3) the principal revokes the power of attorney;

30 (4) the power of attorney provides that it terminates;

31 (5) the purpose of the power of attorney is accomplished; or

(6) the principal revokes the agent's authority or the agent dies, becomes incapacitated, or resigns, and the power of attorney does not provide for another agent to act under the power of attorney.

(b) Unless the power of attorney provides a different method for an agent's resignation, an agent may resign by giving notice to the principal and, if the principal is incapacitated,

(1) to the conservator or guardian, if one has been appointed for the principal, and a coagent or successor agent; or

(2) if there is no person described in (1) of this subsection, to

(A) the principal's custodian or caregiver;

(B) another person reasonably believed by the agent to have sufficient interest in the principal's welfare; or

(C) a governmental agency having statutory authority to protect the welfare of the principal.

\* **Sec. 23.** AS 13.26 is amended by adding a new section to article 5 to read:

**Sec. 13.26.359. Definitions.** In AS 13.26.332 - 13.26.359,

(1) "benefits from government programs or civil or military service" means a benefit, a program, or assistance provided under a statute or regulation, including Social Security, Medicare, and Medicaid;

(2) "good faith" means honesty in fact; and

(3) "retirement plan" means a plan or account created by an employer, the principal, or another individual to provide retirement benefits or deferred compensation of which the principal is a participant, beneficiary, or owner, including a plan or account under the following sections of 26 U.S.C. (Internal Revenue Code):

(A) an individual retirement account under 26 U.S.C. 408 (Internal Revenue Code), as amended;

(B) a Roth IRA under 26 U.S.C. 408A (Internal Revenue Code), as amended;

(C) an individual retirement account under 26 U.S.C. 408(q) (Internal Revenue Code), as amended;

(D) an annuity or custodial account under 26 U.S.C. 403(b)

1 (Internal Revenue Code), as amended;  
2 (E) a pension, profit-sharing, stock bonus, or other retirement  
3 plan qualified under 26 U.S.C. 401(a) (Internal Revenue Code), as amended;  
4 (F) a plan under 26 U.S.C. 457(b) (Internal Revenue Code), as  
5 amended; and  
6 (G) a nonqualified deferred compensation plan under 26 U.S.C.  
7 409A (Internal Revenue Code), as amended.

8 \* **Sec. 24.** AS 13.26.353(c) is repealed.

9 \* **Sec. 25.** The uncodified law of the State of Alaska is amended by adding a new section to  
10 read:

11 **APPLICABILITY.** This Act

12 (1) applies to a power of attorney created on or after the effective date of this  
13 Act;

14 (2) applies to a judicial proceeding concerning a power of attorney  
15 commenced on or after the effective date of this Act;

16 (3) applies to a judicial proceeding concerning a power of attorney  
17 commenced before the effective date of this Act, unless the court finds that application of a  
18 provision of this Act would substantially interfere with the effective conduct of the judicial  
19 proceeding or prejudice the rights of a party, in which case, that provision does not apply, and  
20 the superseded law applies; and

21 (4) does not apply to an act done before the effective date of this Act.

22 \* **Sec. 26.** This Act takes effect January 1, 2015.