



# LAWS OF ALASKA

1988

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**Source**

CSHB 491 (Jud)

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**Chapter No.**

109

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**AN ACT**

Relating to powers of attorney and establishing a statutory form power of attorney.

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

THE ACT FOLLOWS ON PAGE 1, LINE 9.

Approved by the Governor: June 6, 1988  
Actual Effective Date: September 4, 1988

AN ACT

Relating to powers of attorney and establishing a statutory form power of attorney.

\* Section 1. AS 13.26 is amended by adding new sections to article 5 to read:

Sec. 13.26.332. STATUTORY FORM POWER OF ATTORNEY. A person who wishes to designate another as attorney-in-fact or agent by a power of attorney may execute a statutory power of attorney set out in substantially the following form:

GENERAL POWER OF ATTORNEY

THE POWERS GRANTED FROM THE PRINCIPAL TO THE AGENT OR AGENTS IN THE FOLLOWING DOCUMENT ARE VERY BROAD. THEY MAY INCLUDE THE POWER TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY, AND THE POWER TO MAKE YOUR HEALTH CARE DECISIONS. ACCORDINGLY, THE FOLLOWING DOCUMENT SHOULD ONLY BE USED AFTER CAREFUL CONSIDERATION. IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, YOU SHOULD SEEK COMPETENT ADVICE.

YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME.

Pursuant to AS 13.26.338 - 13.26.353, I, (Name of principal), of (Address of principal), do hereby appoint (Name and address of agent or agents), my attorney(s)-in-fact to act as I have checked below in my name, place, and stead in any way which I myself could

1 do, if I were personally present, with respect to the  
2 following matters, as each of them is defined in AS 13.-  
3 26.344, to the full extent that I am permitted by law to  
4 act through an agent:

5 THE AGENT OR AGENTS YOU HAVE APPOINTED WILL HAVE ALL  
6 THE POWERS LISTED BELOW UNLESS YOU

7 DRAW A LINE THROUGH A CATEGORY; AND  
8 INITIAL THE BOX OPPOSITE THAT CATEGORY.

- 9 (A) real estate transactions ( )  
10 (B) transactions involving tangible personal  
11 property, chattels, and goods ( )  
12 (C) bonds, shares, and commodities transactions ( )  
13 (D) banking transactions ( )  
14 (E) business operating transactions ( )  
15 (F) insurance transactions ( )  
16 (G) estate transactions ( )  
17 (H) gift transactions ( )  
18 (I) claims and litigation ( )  
19 (J) personal relationships and affairs ( )  
20 (K) benefits from government programs and  
21 military service ( )  
22 (L) health care services ( )  
23 (M) records, reports, and statements ( )  
24 (N) delegation ( )  
25 (O) all other matters, including those  
26 specified as follows: ( )  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_

1 IF YOU HAVE APPOINTED MORE THAN ONE AGENT, CHECK ONE  
2 OF THE FOLLOWING:

- 3 ( ) Each agent may exercise the powers conferred separately,  
4 without the consent of any other agent.  
5 ( ) All agents shall exercise the powers conferred jointly,  
6 with the consent of all other agents.

7 TO INDICATE WHEN THIS DOCUMENT SHALL BECOME EFFECTIVE, CHECK  
8 ONE OF THE FOLLOWING:

- 9 ( ) This document shall become effective upon the date of my  
10 signature.  
11 ( ) This document shall become effective upon the date of my  
12 disability and shall not otherwise be affected by my  
13 disability.

14 IF YOU HAVE INDICATED THAT THIS DOCUMENT SHALL BECOME EFFEC-  
15 TIVE ON THE DATE OF YOUR SIGNATURE, CHECK ONE OF THE FOLLOWING:

- 16 ( ) This document shall not be affected by my subsequent  
17 disability.  
18 ( ) This document shall be revoked by my subsequent  
19 disability.

20 IF YOU HAVE INDICATED THAT THIS DOCUMENT SHALL BECOME EFFEC-  
21 TIVE UPON THE DATE OF YOUR SIGNATURE AND WANT TO LIMIT THE TERM  
22 OF THIS DOCUMENT, COMPLETE THE FOLLOWING:

23 This document shall only continue in effect for  
24 \_\_\_\_\_ ( ) years from the date of my signature.

25 NOTICE OF REVOCATION OF THE POWERS GRANTED IN THIS DOCUMENT

26 You may revoke one or more of the powers granted in this  
27 document. Unless otherwise provided in this document, you may  
28 revoke a specific power granted in this power of attorney by  
29 completing a special power of attorney that includes the specific

1 power in this document that you want to revoke. Unless other-  
2 wise provided in this document, you may revoke all the powers  
3 granted in this power of attorney by completing a subsequent  
4 power of attorney.

5 NOTICE TO THIRD PARTIES

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

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

23 \_\_\_\_\_  
24 Signature of Principal

25 Subscribed and sworn to or affirmed before me at \_\_\_\_\_  
26 \_\_\_\_\_ on \_\_\_\_\_.

27 Signature of Officer or Notary

28 Sec. 13.26.335. ADDITIONAL OPTIONAL PROVISIONS TO STATUTORY FORM  
29 POWER OF ATTORNEY. Each of the following provisions may be included

1 in a statutory form power of attorney:

2 (1) IF YOU HAVE GIVEN THE AGENT AUTHORITY REGARDING HEALTH  
3 CARE SERVICES UNDER SUBDIVISION (L), COMPLETE THE FOLLOWING:

4 ( ) I have executed a separate declaration under AS 18.12,  
5 known as a "Living Will."

6 ( ) I have not executed a "Living Will."

7 (2) YOU MAY DESIGNATE AN ALTERNATE ATTORNEY-IN-FACT. ANY  
8 ALTERNATE YOU DESIGNATE WILL BE ABLE TO EXERCISE THE SAME POWERS  
9 AS THE AGENT(S) YOU NAMED AT THE BEGINNING OF THIS DOCUMENT.  
10 IF YOU WISH TO DESIGNATE AN ALTERNATE OR ALTERNATES,  
11 COMPLETE THE FOLLOWING:

12 If the agent(s) named at the beginning of this document  
13 is unable or unwilling to serve or continue to serve, then  
14 I appoint the following agent to serve with the same powers:

15 First alternate or successor attorney-in-fact

16 \_\_\_\_\_  
(Name and address of alternate)

17 Second alternate or successor attorney-in-fact

18 \_\_\_\_\_  
(Name and address of alternate)

19 (3) YOU MAY NOMINATE A GUARDIAN OR CONSERVATOR. IF YOU  
20 WISH TO NOMINATE A GUARDIAN OR CONSERVATOR, COMPLETE THE  
21 FOLLOWING:

22 In the event that a court decides that it is necessary  
23 to appoint a guardian or conservator for me, I hereby nomi-  
24 nate \_\_\_\_\_ (Name and address of person nominated) to  
25 be considered by the court for appointment to serve as my  
26 guardian or conservator, or in any similar representative  
27 capacity.

28 Sec. 13.26.338. COMPLETION OF STATUTORY FORM POWER OF ATTORNEY.

29 (a) In the instrument set out in AS 13.26.332 - 13.26.335, the

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1 principal must draw a line through the text of any category for which  
2 the principal does not desire to give the agent authority.

3 (b) Special provisions and limitations may be imposed on the  
4 statutory form power of attorney only if they conform to the require-  
5 ments of AS 13.26.347.

6 Sec. 13.26.341. APPLICABILITY OF PROVISIONS OF STATUTORY FORM  
7 POWER OF ATTORNEY. In the instrument set out in AS 13.26.332 -  
8 13.26.335,

9 (1) if the principal has appointed more than one person to  
10 act as attorney-in-fact or agent and failed to check whether the  
11 agents may act "jointly" or "severally," the agents are required to  
12 act jointly;

13 (2) if the principal has failed to indicate when the in-  
14 strument shall become effective, the instrument shall become effective  
15 upon the date of the principal's signature;

16 (3) if the principal has indicated that the instrument  
17 shall become effective upon the date of the principal's signature or  
18 has failed to indicate when the instrument shall become effective and  
19 has failed to indicate the effect of the principal's subsequent dis-  
20 ability on the instrument, the instrument shall be revoked by the  
21 subsequent disability of the principal;

22 (4) if the principal has failed to indicate a specific term  
23 for the instrument, the instrument shall continue in effect until  
24 revoked.

25 Sec. 13.26.344. INTERPRETATION OF PROVISIONS IN STATUTORY FORM  
26 POWER OF ATTORNEY. (a) In a statutory form power of attorney, the  
27 language conferring general authority with respect to real estate  
28 transactions shall be construed to mean that, as to an estate or  
29 interest in land of the principal, whether in the state or elsewhere,

1 the principal authorizes the agent to

2 (1) accept as a gift or as security for a loan, demand,  
3 buy, lease, receive or otherwise acquire either ownership or posses-  
4 sion of any estate or interest in land;

5 (2) sell, exchange, convey, quitclaim, release, surrender,  
6 mortgage, encumber, partition or consent to the partitioning, revoke,  
7 create or modify a trust, grant options concerning, lease or sublet,  
8 or otherwise to dispose of, an estate or interest in land;

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

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

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

25 (6) demand, receive, or obtain money or any other thing of  
26 value to which the principal is, or may become, or may claim to be  
27 entitled as the proceeds of an interest in land or of one or more of  
28 the transactions enumerated in this subsection; conserve, invest,  
29 disburse, or use anything so received for purposes enumerated in this

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1 subsection; and reimburse the agent for an expenditure properly made  
2 in the execution of the powers conferred by the statutory form power  
3 of attorney;

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

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

16 (9) execute, acknowledge, seal, and deliver a deed, revoca-  
17 tion, declaration or modification of trust, mortgage, lease, notice,  
18 check, or other instrument that the agent useful for the accomplish-  
19 ment of any of the purposes enumerated in this subsection;

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

24 (11) hire, discharge, and compensate an attorney, account-  
25 tant, expert witness, or assistant when the agent considers that ac-  
26 tion to be desirable for the proper execution of a power described in  
27 this subsection, and for the keeping of records about that action; and

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

1 (b) In a statutory form power of attorney, the language confer-  
2 ring general authority with respect to tangible personal property,  
3 chattels, and goods transactions shall be construed to mean that, as  
4 to tangible personal property, chattels, or goods owned by the princi-  
5 pal, whether located in the state or elsewhere, the principal au-  
6 thorizes the agent to

7 (1) accept as a gift, or as a security for a loan, reject,  
8 demand, buy, receive, or otherwise acquire either ownership or pos-  
9 session of chattels or goods or an interest in the tangible personal  
10 property, chattels, or goods;

11 (2) sell, exchange, convey, release, surrender, mortgage,  
12 encumber, pledge, hypothecate, pawn, revoke, create, or modify a  
13 trust, grant options concerning, lease or sublet to others, or other-  
14 wise dispose of tangible personal property, chattels, or goods or an  
15 interest in them;

16 (3) release in whole or in part, assign the whole or a part  
17 of, satisfy in whole or in part, and enforce a mortgage, encumbrance,  
18 lien or other claim that exists, or is claimed to exist, in favor of  
19 the principal with respect to any tangible personal property, chat-  
20 tels, or goods or an interest in them;

21 (4) do any act of management or of conservation with re-  
22 spect to any tangible personal property, chattels, or goods or to an  
23 interest in any tangible personal property, chattels, or goods owned,  
24 or claimed to be owned, by the principal, including by way of illus-  
25 tration, but not of restriction, power to insure against any casualty,  
26 liability, or loss, obtain or regain possession, or protect the tangi-  
27 ble personal property, chattels, or goods or an interest in them, pay,  
28 compromise, or contest taxes or assessments, apply for refunds in  
29 connection with a payment, compromise, or tax, move from place-to-

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1 place, store for hire or on a gratuitous bailment, use, alter, and  
2 make repairs or alterations of any tangible personal property, chat-  
3 tels, or goods, or an interest in them;

4 (5) demand, receive, and obtain money or any other thing of  
5 value to which the principal is, or may become, or may claim to be,  
6 entitled as the proceeds of any tangible personal property, chattels,  
7 or goods or of an interest in them, or of one or more of the trans-  
8 actions enumerated in this subsection, conserve, invest, disburse, or  
9 use anything so received for purposes enumerated in this subsection,  
10 and reimburse the agent for any expenditures properly made in the  
11 execution of the powers conferred by the power of attorney;

12 (6) agree and contract, in any manner, and with any person  
13 and on any terms that the agent may select, for the accomplishment of  
14 the purposes enumerated in this subsection, and perform, rescind,  
15 reform, release, or modify any agreement or contract or any other  
16 similar agreement or contract made by or on behalf of the principal;

17 (7) execute, acknowledge, seal, and deliver a conveyance,  
18 revocation, declaration or modification of trust, mortgage, lease,  
19 notice, check or other instrument that the agent considers useful for  
20 the accomplishment of the purposes enumerated in this subsection;

21 (8) prosecute, defend, submit to arbitration, settle, and  
22 propose or accept a compromise with respect to, a claim existing in  
23 favor of, or against, the principal based on or involving a trans-  
24 action involving tangible personal property, chattels, or goods, or  
25 intervene in an action or proceeding;

26 (9) hire, discharge, and compensate an attorney, account-  
27 ant, expert witness, or assistant when the agent considers the action  
28 to be desirable to the proper execution of a power described in this  
29 subsection, and for the keeping of records about that action;

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

4 (c) In a statutory form power of attorney, the language confer-  
5 ring general authority with respect to bonds, shares, and commodities  
6 transactions shall be construed to mean that, with respect to a bond,  
7 share, or commodity of the principal, whether in the state or else-  
8 where, the principal authorizes the agent to

9 (1) accept as a gift, or as a security for a loan, reject,  
10 demand, buy, receive, or otherwise acquire either ownership or pos-  
11 session of, a bond, share, or instrument of similar character includ-  
12 ing, by way of illustration, but not of restriction, stock in a corpo-  
13 ration organized under 43 U.S.C. 1601 - 1628 (Alaska Native Claims  
14 Settlement Act), commodity interest, or an instrument with respect to  
15 a bond, share, or instruments of similar character, together with the  
16 interest, dividends, proceeds, or other distributions connected with a  
17 bond, share, or instrument of a similar character;

18 (2) sell, exchange, transfer, release, surrender, hypothecate,  
19 pledge, revoke, create, or modify a trust, grant options concern-  
20 ing, loan, trade in, or otherwise dispose of a bond, share, in-  
21 strument of similar character, commodity interest, or a related in-  
22 strument;

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

28 (4) do any act of management or of conservation with re-  
29 spect to a bond, share, instrument of similar character, commodity

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1 interest, or a related instrument, owned or claimed to be owned by the  
2 principal or in which the principal has or claims to have an interest,  
3 including by way of illustration, but not of restriction, power to  
4 insure against a casualty, liability, or loss, obtain or regain pos-  
5 session or protect the principal's interest, pay, compromise, or  
6 contest taxes or assessments, apply for a refund in connection with a  
7 payment, compromise, or tax, consent to and participate in a reorga-  
8 nization, recapitalization, liquidation, merger, consolidation, sale  
9 or lease or other change in or revival of a corporation or other  
10 association, or in the financial structure of a corporation or other  
11 association, or in the priorities, voting rights, or other special  
12 rights with respect to a corporation or association, become a deposi-  
13 tor with a protective, reorganization or similar committee of the  
14 bond, share, other instrument of similar character, commodity interest  
15 or a related instrument, belonging to the principal, make a payment  
16 reasonably incident to them, and exercise or sell an option, conver-  
17 sion, or similar right, or vote in person or by the granting of a  
18 proxy for the accomplishment of the purposes enumerated in this sub-  
19 section;

20 (5) carry in the name of a nominee selected by the agent  
21 evidence of the ownership of a bond, share, other instrument of simi-  
22 lar character, commodity interest, or related instrument belonging to  
23 the principal;

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

1           (7) demand, receive, or obtain money or any other thing of  
2 value to which the principal is, or may claim to be, entitled as the  
3 proceeds of an interest in a bond, share, other instrument of similar  
4 character, commodity interest or a related instrument, or of one or  
5 more of the transactions enumerated in this subsection, conserve,  
6 invest, disburse, or use anything so received for purposes enumerated  
7 in this subsection; and reimburse the agent for an expenditure prop-  
8 erly made in the execution of the powers conferred by the statutory  
9 form power of attorney;

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

15           (9) execute, acknowledge, seal, and deliver a consent,  
16 agreement, authorization, assignment, revocation, declaration or  
17 modification of trust, notice, waiver of notice, check, or other  
18 instrument that the agent considers useful for the accomplishment of  
19 the purposes enumerated in this subsection;

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

22           (11) prosecute, defend, submit to arbitration, settle, and  
23 propose or accept a compromise with respect to, a claim existing in  
24 favor of, or against, the principal based on or involving a bond,  
25 share, or commodity transaction, or intervene in a related action or  
26 proceeding;

27           (12) hire, discharge, and compensate an attorney, account-  
28 tant, expert witness, or assistant when the agent considers that  
29 action to be desirable for the proper execution of the powers

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1 described in this subsection, and for the keeping of records about  
2 that action; and

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

7 (d) In a statutory form power of attorney, the language confer-  
8 ring general authority with respect to banking transactions shall be  
9 construed to mean that, as to a banking transaction engaged in by the  
10 principal, whether in the state or elsewhere, the principal authorizes  
11 the agent to

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

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

21 (3) make, sign, and deliver checks or drafts for any pur-  
22 pose, and withdraw funds or property of the principal deposited with  
23 or left in the custody of a financial institution, wherever located,  
24 either before or after the execution of the power of attorney;

25 (4) prepare financial statements concerning the assets and  
26 liabilities or income and expenses of the principal, and deliver the  
27 statements to a financial institution or person whom the agent be-  
28 lieves to be reasonably entitled to them;

29 (5) receive statements, vouchers, notices, or other

1 documents from a financial institution and act with respect to them;

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

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

9 (8) make, assign, endorse, discount, guarantee, and negoti-  
10 ate promissory notes, bills of exchange, checks, drafts, or other  
11 negotiable or nonnegotiable paper of the principal, or payable to the  
12 principal or to the principal's order, receive the cash or other pro-  
13 ceeds of them; and accept any bill of exchange or draft drawn by any  
14 person upon the principal, and pay it when due;

15 (9) receive for the principal and deal in and with a nego-  
16 tiable or nonnegotiable instrument in which the principal has or  
17 claims to have an interest;

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

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

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

29 (13) demand, receive, or obtain money or any other thing of

1 value to which the principal is, or may become, or may claim to be  
2 entitled as the proceeds of any banking transaction conducted by the  
3 principal or by the agent in the execution of the powers described in  
4 this subsection, or partly by the principal and partly by the agent;  
5 conserve, invest, disburse, or use anything received for purposes  
6 enumerated in this subsection, and reimburse the agent for an expendi-  
7 ture properly made in the execution of the powers conferred by the  
8 statutory form power of attorney;

9 (14) execute, acknowledge, seal, and deliver an instrument,  
10 in the name of the principal or otherwise, that the agent considers  
11 useful for the accomplishment of a purpose enumerated in this sub-  
12 section;

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

18 (16) hire, discharge, and compensate an attorney, account-  
19 ant, expert witness, or assistant when the agent considers that the  
20 action is desirable for the proper execution of the powers described  
21 in this subsection, and for the keeping of records about that action;  
22 and

23 (17) do any other act or acts that the principal can do  
24 through an agent in connection with a banking transaction that does or  
25 might in any way affect the financial or other interests of the prin-  
26 cipal.

27 (e) In a statutory form power of attorney, the language confer-  
28 ring general authority with respect to business operating transactions  
29 shall be construed to mean that, with respect to a business in which

1 the principal has an interest, whether in the state or elsewhere, the  
2 principal authorizes the agent

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

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

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

20 (A) continue, modify, renegotiate, extend and termi-  
21 nate a contractual arrangement made with a person, firm, asso-  
22 ciation, or corporation by or on behalf of the principal;

23 (B) determine the policy of the enterprise as to the  
24 location of the site or sites to be used for its operation, the  
25 nature and extent of the business to be undertaken by it, the  
26 methods of manufacturing, selling, merchandising, financing,  
27 accounting, and advertising to be employed in its operation, the  
28 amount and types of insurance to be carried, the mode of securing  
29 compensation and dealing with accountants, attorneys, and

1 employees required for its operation, agree and contract, in any  
2 manner, and with any person and on any terms, that the agent  
3 considers desirable or necessary to carry out any or all of the  
4 decisions of the agent as to policy, and perform, rescind, re-  
5 form, release or modify an agreement or contract or any other  
6 similar agreement or contract made by or on behalf of the princi-  
7 pal;

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

13 (D) demand and receive all money that is or may become  
14 due to the principal, or that may be claimed by the principal or  
15 on the principal's behalf, in the operation of the enterprise,  
16 and control and disburse the funds in the operation of the enter-  
17 prise in any way that the agent considers desirable or necessary,  
18 and engage in banking transactions that the agent considers  
19 desirable or necessary to carry out the execution of the powers  
20 of the agent described in this subparagraph;

21 (4) prepare, sign, file, and deliver all reports, com-  
22 pilations of information, returns, and other papers with respect to a  
23 business operating transaction of the principal that is required by a  
24 government agency or that the agent considers desirable or necessary  
25 for any purpose, and make any payments with respect to the agency;

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

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

8 (7) execute, acknowledge, seal, and deliver a deed, assign-  
9 ment, mortgage, lease, notice, consent, agreement, authorization  
10 check, or other instrument that the agent considers useful for the  
11 accomplishment of any of the purposes enumerated in this subsection;

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

16 (9) hire, discharge, and compensate an attorney, account-  
17 ant, expert witness, or assistant when the agent reasonably believes  
18 that the action is desirable for the proper execution of the powers  
19 described in this subsection, and for the keeping of records about  
20 that action; and

21 (10) do any other act or acts that the principal can do  
22 through an agent in connection with a business operated by the princi-  
23 pal that the agent considers desirable or necessary for the further-  
24 ance or protection of the interests of the principal.

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

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1 (1) continue, pay the premium or assessment on, modify,  
2 rescind, release, or terminate any contract of life, accident, health,  
3 disability, or liability insurance, or any combination of insurance,  
4 procured by or on behalf of the principal before the creation of the  
5 agency that insures either the principal or any other person without  
6 regard to whether the principal is or is not a beneficiary under the  
7 insurance coverage;

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

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

27 (4) demand, receive, or obtain money or any other thing of  
28 value to which the principal is, or may become, or may claim to be  
29 entitled as the proceeds of a contract of insurance or of one or more

1 of the transactions enumerated in this subsection; conserve, invest,  
2 disburse, or use anything received for purposes enumerated in this  
3 subsection and reimburse the agent for expenditures properly made in  
4 the execution of the powers conferred by the statutory form power of  
5 attorney;

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

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

11 (7) pay, from the proceeds of an insurance contract or  
12 otherwise, compromise, or contest, and apply for refunds in connection  
13 with, a tax or assessment levied by a taxing authority with respect to  
14 a contract of insurance or the proceeds of or liability accruing by  
15 reason of a tax or assessment;

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

20 (9) execute, acknowledge, seal, and deliver any consent,  
21 demand, request, application, agreement, indemnity, authorization,  
22 assignment, pledge, notice, check, receipt, waiver, or other instru-  
23 ment that the agent considers useful for the accomplishment of a  
24 purpose enumerated in this subsection;

25 (10) continue, procure, pay the premium or assessment on,  
26 modify, rescind, release, terminate or otherwise deal with any con-  
27 tract of insurance, other than those enumerated in (1) and (2) of this  
28 subsection, or any combination of insurance; and do any act with  
29 respect to the contract or with respect to its proceeds or enforcement

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1 that the agent considers desirable or necessary for the promotion or  
2 protection of the interests of the principal;

3 (11) prosecute, defend, submit to arbitration, settle, and  
4 propose or accept a compromise with respect to a claim existing in  
5 favor of, or against, the principal based on or involving an insurance  
6 transaction, or intervene in an action relating to an insurance trans-  
7 action;

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

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

16 (g) In a statutory form of attorney, the language conferring  
17 general authority with respect to estate transactions shall be con-  
18 strued to mean that, with respect to an estate of a decedent, absent-  
19 tee, minor, incompetent, or the administration of a trust or other  
20 fund, whether in the state or elsewhere, the principal authorizes the  
21 agent

22 (1) to the extent that an agent is permitted by law to act  
23 for a principal, apply for and procure, in the name of the principal,  
24 authority to act as a fiduciary of any sort;

25 (2) to the extent that an agent is permitted by law to act  
26 for a principal, represent and act for the principal in all ways and  
27 in all matters affecting any estate of a decedent, absentee, minor, or  
28 incompetent, or any trust or other fund, out of which the principal is  
29 entitled, or claims to be entitled, to some share or payment, or with

1 respect to which the principal is a fiduciary;

2 (3) to accept, reject, disclaim, receive, give a receipt  
3 for, sell, assign, release, pledge, exchange, or consent to a re-  
4 duction in or modification of, a gift, bequest, devise, inheritance,  
5 or any interest in a share in or payment from an estate, trust, or  
6 other fund, including an interest in any jointly-owned real or person-  
7 al property or proceeds from an insurance policy;

8 (4) to demand, receive, or obtain money or any other thing  
9 of value to which the principal is, or may become, or may claim to be  
10 entitled by reason of the death of a person or of any testamentary  
11 disposition or trust, or by reason of the administration of the estate  
12 of a decedent or absentee, or of the guardianship of a minor or incom-  
13 petent or the administration of any trust or other fund; initiate,  
14 participate in and oppose a proceeding to ascertain the meaning,  
15 validity, or effect of any deed, will, declaration of trust, or other  
16 transaction affecting in any way the interest of the principal; initi-  
17 ate, participate in and oppose a proceeding for the removal, substi-  
18 tution, or surcharge of a fiduciary; conserve, invest, disburse, or  
19 use anything received for purposes enumerated in this subsection; and  
20 reimburse the agent for expenditures properly made in the execution of  
21 the powers conferred by the statutory form power of attorney;

22 (5) to prepare, sign, file, and deliver all reports, com-  
23 pilations of information, returns, or papers with respect to an inter-  
24 est had or claimed by or on behalf of the principal in an estate,  
25 trust, or other fund; pay, compromise, or contest, and apply for  
26 refunds in connection with a tax or assessment with respect to any  
27 interest had or claimed by or on behalf of the principal in an estate,  
28 trust, or other fund or by reason of the death of any person, or with  
29 respect to property in which the principal had or claimed an interest;

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1 (6) to agree and contract, in any manner and with any  
2 person and on any terms that the agent may select, for the accomplish-  
3 ment of the purposes enumerated in this subsection, and perform, re-  
4 scind, reform, release, or modify an agreement or contract or any  
5 other similar agreement or contract made by or on behalf of the prin-  
6 cipal;

7 (7) to execute, acknowledge, verify, seal, file, and de-  
8 liver a consent, designation, pleading, notice, demand, election,  
9 conveyance, release, assignment, check, pledge, waiver, admission of  
10 service, notice of appearance, or any other instrument that the agent  
11 considers useful for accomplishment of any of the purposes enumerated  
12 in this subsection;

13 (8) to submit to arbitration or settle, and propose or  
14 accept a compromise with respect to, a controversy or claim that af-  
15 fects the estate of a decedent, absentee, minor, or incompetent, or  
16 the administration of a trust or other fund, in any one of which the  
17 principal has, or claims to have, an interest, and do any act that the  
18 agent considers desirable or necessary to carry out the compromise;

19 (9) to hire, discharge, and compensate an attorney, account-  
20 tant, expert witness, or assistant when the agent considers the action  
21 to be desirable for the proper execution of any of the powers de-  
22 scribed in this subsection, and for the keeping of records about that  
23 action; and

24 (10) to do any other act or acts that the principal can do  
25 through an agent, with respect to the estate of a decedent, absentee,  
26 minor, or incompetent, or the administration of a trust or other fund,  
27 in any one of which the principal has, or claims to have, an interest  
28 with respect to which the principal is a fiduciary.

29 (h) In a statutory form power of attorney, the language

1 conferring general authority with respect to gift transactions shall  
2 be construed to mean that, as to a gift that is made outright, in  
3 trust, in custodial account, or otherwise, in which the principal is  
4 interested, whether the object of the gift is located in the state or  
5 elsewhere, the principal authorizes the agent to

6 (1) make gifts from any or all of the principal's real and  
7 personal property, and in the kinds or shares that the agent considers  
8 prudent for any purpose, except that the agent or a person whom the  
9 agent has a legal obligation to support when the gift is in full or  
10 partial satisfaction of that obligation may not be the beneficiary of  
11 the gift unless the principal specifically provides under subdivision  
12 (0) of the statutory form power of attorney that the agent or the  
13 person whom the agent has a legal obligation to support may be the  
14 beneficiary of the gift if authorized;

15 (2) submit to arbitration or settle, and to propose or  
16 accept a compromise with respect to a controversy or claim that af-  
17 fects the gift;

18 (3) hire, discharge, and compensate an attorney, account-  
19 tant, expert witness, or assistant when the agent considers the action  
20 to be desirable for the proper execution of the powers described in  
21 this subsection, and for the keeping of records about that action;

22 (4) do any other act or acts that the principal can do  
23 through an agent, with respect to any gift.

24 (i) In a statutory form power of attorney, the language confer-  
25 ring general authority with respect to claims and litigation shall be  
26 construed to mean that, as to any claim or litigation, whether arising  
27 in the state or elsewhere, the principal authorizes the agent to

28 (1) assert and prosecute before any court, administrative  
29 board, department, or other tribunal a cause of action, claim,

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1 counterclaim, offset, or defense that the principal has, or claims to  
2 have, against an individual, partnership, association, corporation,  
3 government, or other person or instrumentality, including, by way of  
4 illustration, and not of restriction, power to sue for the recovery of  
5 land or of any other thing of value, for the recovery of damages  
6 sustained by the principal in any manner for damages sustained as a  
7 result of the refusal of a third party to honor the power of attorney,  
8 for the elimination or modification of tax liability, for an injunc-  
9 tion, for specific performance, or for any other relief;

10 (2) bring an action to determine adverse claims, intervene  
11 or interplead in an action or proceeding, and act in litigation as  
12 amicus curiae;

13 (3) in connection with any legal action, apply for and, if  
14 possible, procure preliminary, provisional, or intermediate relief,  
15 and resort to and use any available procedure to obtain and satisfy a  
16 judgment, order, or decree;

17 (4) in connection with any legal action, perform an act  
18 that the principal might perform, including by way of illustration and  
19 not of restriction, acceptance of tender, offer of judgment, admission  
20 of facts, submission of a controversy on an agreed statement of facts,  
21 consent to examination before trial, and generally bind the principal  
22 in the conduct of any litigation or controversy that the agent con-  
23 siderers desirable;

24 (5) submit to arbitration, settle, and propose or accept a  
25 compromise with respect to a claim existing in favor of or against the  
26 principal, or any litigation to which the principal is or may become  
27 or be designated a party;

28 (6) waive the issuance and service of process upon the  
29 principal, accept service of process, appear for the principal,

1 designate persons upon whom process directed to the principal may be  
2 served, execute and file or deliver stipulations on the principal's  
3 behalf, verify pleadings, appeal to appellate tribunals, procure and  
4 give surety and indemnity bonds that the agent finds desirable or  
5 necessary, contract and pay for the preparation and printing of re-  
6 cords and briefs, receive, execute, and file or deliver a consent,  
7 waiver, release, confession of judgment, satisfaction of judgment,  
8 notice, agreement, or other instrument that the agent considers desir-  
9 able or necessary in connection with the prosecution, settlement, or  
10 defense of a claim by or against the principal or of any litigation to  
11 which the principal is or may become or be designated a party;

12 (7) appear for, represent, and act for the principal with  
13 respect to bankruptcy or insolvency proceedings whether of the princi-  
14 pal or of some other person, with respect to a reorganization proceed-  
15 ing, or with respect to a receivership or application for the appoint-  
16 ment of a receiver or trustee that affects an interest of the princi-  
17 pal in any land, chattel, bond, share, commodity interest, or other  
18 thing of value;

19 (8) hire, discharge, and compensate an attorney, account-  
20 tant, expert witness, or assistant when the agent reasonably believes  
21 the action to be desirable for the proper execution of any of the  
22 powers described in this subsection;

23 (9) pay, from funds in the agent's control or for the  
24 account of the principal, any judgment against the principal or any  
25 settlement that may be made in connection with a transaction enumerat-  
26 ed in this subsection, and receive and conserve any money or other  
27 thing of value paid in settlement of or as proceeds of one or more of  
28 the transactions enumerated in this subsection, and receive, endorse,  
29 and deposit checks; and

1           (10) do any other act or acts that the principal can do  
2 through an agent in connection with a claim by or against the principal  
3 or with litigation to which the principal is or may become or be  
4 designated a party.

5           (j) In a statutory form power of attorney, the language confer-  
6 ring general authority with respect to personal relationships be  
7 construed to mean that, as to real and personal property owned by the  
8 principal, whether in the state or elsewhere, the principal authorizes  
9 the agent to

10           (1) do all acts necessary to maintain the customary stan-  
11 dard of living of the spouse, children, and other dependents of the  
12 principal, including by way of illustration and not by way of re-  
13 striction, power to provide living quarters by purchase, lease, or by  
14 other contract, or by any payment of the operating costs, including  
15 interest, amortization payments, repairs, and taxes, of premises owned  
16 by the principal and occupied by the principal's family or dependents,  
17 to provide normal domestic help for the operation of the household, to  
18 provide usual vacations and usual travel expenses, to provide usual  
19 educational facilities, and to provide funds for all the current  
20 living costs of the spouse, children, and other dependents, including,  
21 among other things, shelter, clothing, food, and incidentals;

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

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

1 used by the spouse, children, or other dependents of the principal;

2 (4) continue whatever charge accounts have been opened for  
3 the convenience of the principal's spouse, children, or other depen-  
4 dents, open any new accounts that the agent considers desirable to  
5 accomplish the purposes enumerated in this subsection, and pay the  
6 items charged on these accounts by a person authorized or permitted by  
7 the principal to make the charges;

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

11 (6) supervise, enforce, defend, or settle any claim by or  
12 against the principal arising out of property damages or personal  
13 injuries suffered by or caused by the principal, or under any circum-  
14 stance that the resulting loss will or may fall on the principal;

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

18 (8) demand, receive, or obtain money or any other thing of  
19 value to which the principal is or may become or may claim to be  
20 entitled as remuneration for services performed, or as a stock divi-  
21 dend or distribution, or as interest or principal upon indebtedness,  
22 or as a periodic distribution of profits from any partnership or  
23 business in which the principal has or claims an interest, and en-  
24 dorse, collect, or otherwise realize upon an instrument for the pay-  
25 ment received;

26 (9) prepare, execute, and file all tax, social security,  
27 unemployment insurance, and information returns required by the laws  
28 of the United States or of any state or subdivision, or of any foreign  
29 government; prepare, execute, and file all other papers and

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1 instruments that the agent considers desirable or necessary for the  
2 safeguarding of the principal against excess or illegal taxation or  
3 against penalties imposed for claimed violation of a law or regula-  
4 tion; and pay, compromise, or contest or apply for refunds in connec-  
5 tion with a tax or assessment for which the principal is or may be  
6 liable;

7 (10) use an asset of the principal to perform a power enu-  
8 merated in this subsection, including by way of illustration and not  
9 by way of restriction, power to draw money by check or otherwise from  
10 a bank deposit of the principal, to sell land or a chattel, bond,  
11 share, commodity interest, or other asset of the principal, to borrow  
12 money, and to pledge as security for the loan any asset, including  
13 insurance, that belongs to the principal;

14 (11) execute, acknowledge, verify, seal, file, and deliver  
15 an application, consent, petition, notice, release, waiver, agreement  
16 or other instrument that the agent considers useful to accomplish a  
17 purpose enumerated in this subsection;

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

23 (13) hire, discharge, and compensate an attorney, account-  
24 ant, expert witness, or assistant when the agent considers the action  
25 to be desirable for the proper execution of any of the powers de-  
26 scribed in this subsection, and for the keeping of records about that  
27 action; and

28 (14) do any other act or acts that the principal can do  
29 through an agent, for the welfare of the spouse, children, or

1 dependents of the principal or for the preservation and maintenance of  
2 the other personal relationships of the principal to a parent, rela-  
3 tive, friend, or organization.

4 (k) In a statutory form power of attorney, the language confer-  
5 ring general authority with respect to benefits from government pro-  
6 grams and military service shall be construed to mean that, whether  
7 the benefits from the government programs or military service have  
8 accrued to the principal in the state or elsewhere, the principal  
9 authorizes the agent to

10 (1) prepare and execute vouchers, applications, requests,  
11 forms, and other legal documents in the name of the principal for all  
12 benefits, bonuses, dividends, allowances, and reimbursements payable  
13 under any government program or military service of the United States,  
14 a state, or a subdivision, and receive, endorse, and collect the  
15 proceeds of a check payable to the order of the principal drawn on the  
16 treasurer or other fiscal officer or depository of the United States,  
17 a state, or a subdivision;

18 (2) take possession and order the removal and shipment of  
19 property of the principal from any post, warehouse, depot, dock, or  
20 other place or storage or safekeeping and execute and deliver any  
21 release, voucher, receipt, bill of lading, shipping ticket, certifi-  
22 cate, or other instrument that the agent considers desirable or neces-  
23 sary for that purpose;

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

28 (4) receive the financial proceeds of a claim of the type  
29 described in this subsection; conserve, invest, disburse or use

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1 anything received for purposes enumerated in this subsection; and  
2 reimburse the agent for expenditures properly made in the execution of  
3 the powers conferred by the statutory form power of attorney;

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

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

13 (7) do any other act or acts that the principal can do  
14 through an agent, and which the agent considers desirable or necessary  
15 to assure to the principal and to the dependents of the principal, the  
16 maximum possible benefit from the government programs or military  
17 service of the United States, a state, or a subdivision.

18 (1) In the statutory form power of attorney, the language con-  
19 ferring general authority with respect to health care services, shall  
20 be construed to mean that, as to the health care of the principal,  
21 whether to be provided in the state or elsewhere, the principal au-  
22 thORIZES the agent to

23 (1) have access to and disclose to others medical and  
24 related information and records;

25 (2) consent or refuse to consent to medical care or relief  
26 for the principal from pain, but the agent may not authorize the  
27 termination of life-sustaining procedures;

28 (3) take all steps necessary to enforce a properly executed  
29 declaration under AS 18.12;

1 (4) consent or refuse to consent to the principal's psychi-  
2 atric care, but the consent does not authorize a voluntary commitment  
3 or placement in a mental health treatment facility, conclusive or  
4 electric-shock therapy, psychosurgery, sterilization, or an abortion;

5 (5) arrange for care or lodging of the principal in a  
6 hospital, nursing home, or hospice;

7 (6) grant releases to health care professionals or health  
8 care institutions;

9 (7) hire, discharge, or compensate an attorney, accountant,  
10 expert witness, or assistant when the agent considers the action to be  
11 desirable for the proper execution of the powers described in this  
12 subsection; and

13 (8) do any other act or acts, that the principal can do  
14 through an agent, and that the agent considers desirable or necessary  
15 to provide for the principal's physical or mental well being.

16 (m) In a statutory form power of attorney, the language confer-  
17 ring general authority with respect to records, reports, and state-  
18 ments shall be construed to mean that, with respect to a record,  
19 report, or statement concerning the affairs of the principal, whether  
20 arising in the state or elsewhere, the principal authorizes the agent  
21 to

22 (1) keep records of cash received and disbursed for or on  
23 account of the principal, of all credits and debits to the account of  
24 the principal, and of all transactions affecting the assets and lia-  
25 bilities of the principal;

26 (2) prepare, execute, and file all tax, social security,  
27 unemployment insurance, and information returns required by the laws  
28 of the United States, a state, or a subdivision, or of any foreign  
29 government, and prepare, execute, and file all other papers and

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1 instruments that the agent considers desirable or necessary for the  
2 safeguarding of the principal against excess or illegal taxation or  
3 against penalties imposed for claimed violation of a law or regu-  
4 lation;

5 (3) prepare, execute, and file a record, report, or state-  
6 ment that the agent considers desirable or necessary for the safe-  
7 guarding or maintenance of the principal's interest with respect to  
8 price, rent, wage, or rationing control, or any other governmental  
9 activity;

10 (4) hire, discharge, or compensate an attorney, accountant,  
11 or assistant when the agent reasonably believes the action to be  
12 desirable for the proper execution of the powers described in this  
13 subsection; and

14 (5) do any other act or acts that the principal can do  
15 through an agent in connection with the preparation, execution, fil-  
16 ing, storage, or other use of any records, reports, or statements of  
17 or concerning the principal's affairs.

18 (n) In a statutory form power of attorney, the language confer-  
19 ring general authority with respect to delegation shall be construed  
20 to mean that the principal gives the agent full and unqualified au-  
21 thority to delegate a power set out in AS 13.26.332 - 13.26.356 to a  
22 person whom the agent may select.

23 (o) In a statutory form power of attorney, the language confer-  
24 ring general authority with respect to all other matters shall be  
25 construed to mean that the principal authorizes the person designated  
26 in the power of attorney to act as an agent of the principal with  
27 respect to

28 (1) matters specifically described as other matters in the  
29 statutory form power of attorney; and

1 (2) any other matter that is not enumerated in or excluded  
2 by this section and that the principal can lawfully do through an  
3 agent.

4 Sec. 13.26.347. VALIDITY OF MODIFIED STATUTORY FORM POWER OF  
5 ATTORNEY. A power of attorney that satisfies the requirements of  
6 AS 13.26.332 - 13.26.344 is not prevented from being a statutory form  
7 power of attorney by the fact that it also contains additional language that  
8

9 (1) eliminates from the power of attorney one or more of  
10 the powers enumerated in one or more of the subsections of AS 13.26.-  
11 344 with respect to a section of the statutory form power of attorney  
12 that is not eliminated by the principal;

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

17 (3) makes an additional provision that is not substantially  
18 inconsistent with the other provisions of the statutory form power of  
19 attorney.

20 Sec. 13.26.350. WHEN STATUTORY FORM POWER OF ATTORNEY IS NOT  
21 AFFECTED BY DISABILITY OR INCOMPETENCE OF PRINCIPAL. (a) The subse-  
22 quent disability or incompetence of a principal does not revoke or  
23 terminate the authority of an attorney-in-fact who acts under a power  
24 of attorney in a writing executed by a principal if the writing con-  
25 tains the words "This power of attorney shall become effective upon  
26 the disability of the principal," or contains the words "This power of  
27 attorney shall not be affected by the subsequent disability of the  
28 principal," or words substantially similar showing the intent of the  
29 principal that the authority conferred shall be exercisable

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1 notwithstanding the principal's subsequent disability, incompetence,  
2 or uncertainty as to whether the principal is dead or alive.

3 (b) An act done by an attorney-in-fact under a power granted in  
4 a power of attorney under AS 13.26.332 - 13.26.344 during a period of  
5 disability, incompetence, or uncertainty as to whether the principal  
6 is dead or alive has the same effect and enures to the benefit of and  
7 binds a principal and the principal's distributees, devisees, lega-  
8 tees, and personal representatives as if the principal were competent  
9 and not disabled. If a conservator is later appointed for the princi-  
10 pal, during the continuance of the appointment the attorney-in-fact  
11 shall account to the conservator rather than to the principal. The  
12 conservator has the same power the principal would have if the princi-  
13 pal were not disabled or incompetent to revoke, suspend, or terminate  
14 the power of attorney.

15 Sec. 13.26.353. PROVISIONS APPLICABLE TO STATUTORY FORM POWER OF  
16 ATTORNEY. (a) For purposes of AS 13.26.332 - 13.26.344,

17 (1) the disability of a principal shall be established by  
18 affidavit stating that the principal's ability to receive and evaluate  
19 information, or to communicate decisions, is impaired as a result of  
20 mental illness, mental deficiency, physical illness, physical disabili-  
21 ty, advanced age, use of drugs, chronic intoxication, or other simil-  
22 lar medical or psychological reason, to such an extent that the princi-  
23 pal is unable to manage the principal's property or affairs;

24 (2) the affidavit shall be signed by two physicians or  
25 similarly qualified medical professionals who have personally examined  
26 the principal; however, the affidavit may be signed by only one physi-  
27 cian or similarly qualified medical professional if only one physician  
28 or similarly qualified medical professional is available and the  
29 affidavit executed by the person so states.

1 (b) A third party who relies on the reasonable representations  
2 of an attorney-in-fact designated under AS 13.26.332 - 13.26.344 as to  
3 a matter relating to a power granted by a properly executed statutory  
4 form power of attorney does not incur a liability to the principal or  
5 the principal's heirs, assigns, or estate as a result of permitting  
6 the attorney-in-fact to exercise the authority granted by the power of  
7 attorney.

8 (c) A third party shall honor the terms of a properly executed  
9 statutory form power of attorney. A third party who fails to honor a  
10 properly executed statutory form power of attorney may be liable in a  
11 civil action to the principal, the attorney-in-fact, or the prin-  
12 cipal's heirs, assigns, or estate for a civil penalty not to exceed  
13 \$1,000, plus the actual damages, costs, and fees associated with the  
14 failure to comply with the statutory form power of attorney. The  
15 civil action shall be the exclusive remedy at law for damages.

16 Sec. 13.26.356. POWERS OF ATTORNEY NOT REVOKED UNTIL NOTICE OF  
17 DEATH OR DISABILITY. (a) The death, disability or incompetence of a  
18 principal who has executed a power of attorney in writing does not  
19 revoke or terminate the agency as to the attorney-in-fact, agent, or  
20 other person who, without actual knowledge of the death, disability,  
21 or incompetence of the principal, acts in good faith under the power  
22 of attorney or agency. Action so taken, unless otherwise invalid or  
23 unenforceable, binds the principal and the heirs, devisees, and per-  
24 sonal representatives of the principal.

25 (b) An affidavit executed by the attorney-in-fact or agent  
26 stating that the attorney-in-fact or agent did not have, at the time  
27 of doing an act under the power of attorney, actual knowledge of the  
28 revocation or termination of the power of attorney by death, disabili-  
29 ty or incompetence, is, in the absence of fraud, conclusive proof of

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1 the nonrevocation or nontermination of the power at that time. If the  
2 exercise of the power requires execution and delivery of an instrument  
3 that is recordable, the affidavit when authenticated for record is  
4 likewise recordable.

5 (c) This section does not alter or affect a provision for revo-  
6 cation or termination contained in the power of attorney.

7 \* Sec. 2. PREVIOUSLY CREATED POWERS OF ATTORNEY. (a) A general power  
8 of attorney created before the effective date of this Act shall be con-  
9 strued to grant to the attorney-in-fact the powers set out under AS 13.26.-  
10 344.

11 (b) A special power of attorney created before the effective date of  
12 this Act shall be construed to grant the attorney-in-fact the powers set  
13 out in that special power of attorney.

14 (c) The provisions of AS 13.26.338, 13.26.341, 13.26.347, 13.26.-  
15 353(b), 13.26.353(c), and 13.26.356 apply

16 (1) to a general power of attorney in effect on the effective  
17 date of this Act; and

18 (2) to a special power of attorney in effect on the effective  
19 date of this Act.

20 (d) The provisions of AS 13.26.338, 13.26.341, 13.26.347, 13.26.350,  
21 13.26.353, and 13.26.356 apply to a durable power of attorney, whether  
22 general or specific, in effect on the effective date of this Act.

23 \* Sec. 3. AS 13.26.325 and 13.26.330 are repealed.  
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