

1 IN THE HOUSE

BY ELLIS AND GRUENBERG

2

HOUSE BILL NO. 491

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FIFTEENTH LEGISLATURE - SECOND SESSION

5

A BILL

6 For an Act entitled: "An Act establishing a statutory form power of attor-  
7 ney."

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

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

11 Sec. 13.26.335. STATUTORY FORM POWER OF ATTORNEY. (a) A person  
12 who wishes to designate another as attorney-in-fact or agent by a  
13 power of attorney may execute a statutory power of attorney set out in  
14 substantially the following form:

15 GENERAL POWER OF ATTORNEY

16 The powers granted from the principal to the agent  
17 or agents in the following instrument are very broad and  
18 include the power to dispose, sell, copy, and encumber  
19 your real and personal property. Accordingly, the follow-  
20 ing instrument should only be used after careful consider-  
21 ation.

22 Pursuant to AS 13.26.340 - 13.26.355, I (Name of  
23 principal), of (Address of principal),  
24 do hereby appoint (Name of agent or agents),  
25 my attorney(s)-in-fact to act as I have checked below in  
26 my name, place, and stead in any way which I myself could  
27 do, if I were personally present, with respect to the  
28 following matters, as each of them is defined in AS 13.-  
29 26.340, to the full extent that I am permitted by law to

1 act through an agent:

2 IF YOU DO NOT DESIRE TO GIVE THE AGENT AUTHORITY SET  
3 OUT IN ONE OF THE FOLLOWING SUBDIVISIONS, DRAW A LINE  
4 THROUGH THE SUBDIVISION AND INITIAL THE BOX OPPOSITE THE  
5 SUBDIVISION:

- 6 (A) real estate transactions ( )
- 7 (B) chattels and goods transactions ( )
- 8 (C) bonds, shares, and commodities transactions ( )
- 9 (D) banking transactions ( )
- 10 (E) business operating transactions ( )
- 11 (F) insurance transactions ( )
- 12 (G) estate transactions ( )
- 13 (H) gift transactions ( )
- 14 (I) claims and litigation ( )
- 15 (J) personal relationships and affairs ( )
- 16 (K) benefits from military service ( )
- 17 (L) health care services ( )
- 18 (M) records, reports, and statements ( )
- 19 (N) delegation ( )
- 20 (O) other matters specified as follows: ( )

21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24 IF YOU HAVE APPOINTED MORE THAN ONE AGENT, CHECK ONE  
25 OF THE FOLLOWING:

- 26 ( ) I have appointed more than one agent and wish each  
27 agent alone to be able to exercise the power conferred,  
28 and direct that each agent be authorized to act severally.
- 29 ( ) I have appointed more than one agent and wish the

1 agents to work jointly to exercise the power conferred.  
2 This instrument shall become effective \_\_\_\_\_.  
3 (If the principal wishes to have the instrument become  
4 effective upon execution, insert the words "upon execution"  
5 or words substantially similar; failure to make any in-  
6 sersion or the insertion of words "upon the disability of  
7 the principal" or words substantially similar will result  
8 in the instrument becoming effective upon the disability  
9 of the principal as defined in AS 13.26.355(a).)

10 This instrument shall \_\_\_\_\_ the subsequent  
11 disability of the principal. (If the principal has in-  
12 sserted the words "upon execution" or words substantially  
13 similar in the previous blank and wishes the instrument  
14 to be unaffected by the subsequent disability of the  
15 principal, insert the words "not be affected by." Failure  
16 to make any insertions or the insertion of the words "be  
17 revoked by" or words substantially similar will result  
18 in the revocation of the instrument if the principal is  
19 subsequently disabled. If the principal has inserted  
20 the words "upon my disability" or words substantially  
21 similar in the previous blank, failure to make an in-  
22 ssertion or the insertion of the words "continue in effect  
23 during" or words substantially similar will result in the  
24 instrument surviving and continuing in effect during the  
25 subsequent disability of the principal.)

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

28 \_\_\_\_\_  
29 Signature of principal

1 (Acknowledgment)

2 (b) In the instrument set out in (a) of this section,

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

7 (2) the principal must draw a line through the text of any  
8 subdivision for which the principal does not desire to give the agent  
9 authority;

10 (3) if the principal deletes any subdivision (A) through  
11 (N), subdivision (O) shall also be deleted;

12 (4) special provisions and limitations may be imposed on  
13 the general power of attorney only if they conform to the requirements  
14 of AS 13.26.345.

15 Sec. 13.26.340. INTERPRETATION OF PROVISIONS IN STATUTORY FORM  
16 POWER OF ATTORNEY. (a) In a statutory form power of attorney, the  
17 language conferring general authority with respect to real estate  
18 transactions shall be construed to mean that, as to an estate or  
19 interest in land of the principal, whether in the state or elsewhere,  
20 the principal authorizes the agent to

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

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

28 (3) release in whole or in part, assign the whole or a part  
29 of, satisfy in whole or in part, and enforce a mortgage, encumbrance,

1       lien, or other claim to land that exists, or is claimed to exist, in  
2       favor of the principal;

3               (4) do any act of management or of conservation with re-  
4       spect to an estate or interest in land owned, or claimed to be owned,  
5       by the principal, including by way of illustration, but not of re-  
6       striction, power to insure against any casualty, liability, or loss,  
7       obtain or regain possession or protect the estate or interest, pay,  
8       compromise, or contest taxes or assessments, or apply for refunds in  
9       connection with a payment, compromise, or tax, purchase supplies, hire  
10       assistance of labor, and make repairs or alterations in the structures  
11       or land;

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

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

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

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

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

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

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

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

20          (b) In a statutory form power of attorney, the language confer-  
21 ring general authority with respect to chattels and goods transactions  
22 shall be construed to mean that, as to goods or chattels owned by the  
23 principal, whether located in the state or elsewhere, the principal  
24 authorizes the agent to

25           (1) accept as a gift, or as a security for a loan, reject,  
26 demand, buy, receive, or otherwise acquire either ownership or pos-  
27 session of chattels or goods or an interest in the chattels or goods;

28           (2) sell, exchange, convey, release, surrender, mortgage,  
29 encumber, pledge, hypothecate, pawn, revoke, create, or modify a

1 trust, grant options concerning, lease or sublet to others, or other-  
2 wise dispose of chattels or goods or an interest in the chattels or  
3 goods;

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

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

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

28 (6) agree and contract, in any manner, and with any person  
29 and on any terms that the agent may select, for the accomplishment of

1 the purposes enumerated in this subsection, and perform, rescind,  
2 reform, release, or modify any agreement or contract or any other  
3 similar agreement or contract made by or on behalf of the principal;

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

8 (8) prosecute, defend, submit to arbitration, settle, and  
9 propose or accept a compromise with respect to, a claim existing in  
10 favor of, or against, the principal based on or involving a trans-  
11 action involving chattels or goods, or intervene in an action or  
12 proceeding;

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

17 (10) do any other act or acts that the principal can do  
18 through an agent with respect to any chattels or goods or interest in  
19 any chattels or goods.

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

25 (1) accept as a gift, or as a security for a loan, reject,  
26 demand, buy, receive, or otherwise acquire either ownership or pos-  
27 session of, a bond, share, or instrument of similar character includ-  
28 ing, by way of illustration, but not of restriction, stock in a corpo-  
29 ration organized under 43 U.S.C. 1601 - 1628 (Alaska Native Claims

1 Settlement Act), commodity interest, or an instrument with respect to  
2 a bond, share, or instruments of similar character, together with the  
3 interest, dividends, proceeds, or other distributions connected with a  
4 bond, share, or instrument of a similar character;

5 (2) sell, exchange, transfer, release, surrender, hypothecate, pledge, revoke, create, or modify a trust, grant options concerning, loan, trade in, or otherwise dispose of a bond, share, instrument of similar character, commodity interest, or a related instrument;

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

7 (4) do any act of management or of conservation with respect to a bond, share, instrument of similar character, commodity interest, or a related instrument, owned or claimed to be owned by the principal or in which the principal has or claims to have an interest, including by way of illustration, but not of restriction, power to insure against a casualty, liability, or loss, obtain or regain possession or protect the principal's interest, pay, compromise, or contest taxes or assessments, apply for a refund in connection with a payment, compromise, or tax, consent to and participate in a reorganization, recapitalization, liquidation, merger, consolidation, sale or lease or other change in or revival of a corporation or other association, or in the financial structure of a corporation or other association, or in the priorities, voting rights, or other special rights with respect to a corporation or association, become a depositor with a protective, reorganization or similar committee of the

1 bond, share, other instrument of similar character, commodity interest  
2 or a related instrument, belonging to the principal, make a payment  
3 reasonably incident to them, and exercise or sell an option, conver-  
4 sion, or similar right, or vote in person or by the granting of a  
5 proxy for the accomplishment of the purposes enumerated in this sub-  
6 section;

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

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

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

26 (8) agree and contract, in any manner, and with a broker or  
27 other person, and on terms that the agent may select, for the accom-  
28 plishment of the purposes enumerated in this subsection, and perform,  
29 rescind, reform, release, or modify the agreement or contract or other

1 similar agreement made by or on behalf of the principal;

2 (9) execute, acknowledge, seal, and deliver a consent,  
3 agreement, authorization, assignment, revocation, declaration or  
4 modification of trust, notice, waiver of notice, check, or other  
5 instrument that the agent considers useful for the accomplishment of  
6 the purposes enumerated in this subsection;

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

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

14 (12) hire, discharge, and compensate an attorney, accoun-  
15 tant, expert witness, or assistant when the agent considers that  
16 action to be desirable for the proper execution of the powers de-  
17 scribed in this subsection, and for the keeping of records about that  
18 action; and

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

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

28 (1) continue, modify, or terminate a deposit account or  
29 other banking arrangement made by or on the behalf of the principal

1 before the execution of the power of attorney;

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

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

12 (4) prepare financial statements concerning the assets and  
13 liabilities or income and expenses of the principal, and deliver the  
14 statements to a financial institution or person whom the agent be-  
15 lieves to be reasonably entitled to them;

16 (5) receive statements, vouchers, notices, or other docu-  
17 ments from a financial institution and act with respect to them;

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

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

25 (8) make, assign, endorse, discount, guarantee, and negoti-  
26 ate promissory notes, bills of exchange, checks, drafts, or other  
27 negotiable or nonnegotiable paper of the principal, or payable to the  
28 principal or to the principal's order, receive the cash or other pro-  
29 ceeds of them; and accept any bill of exchange or draft drawn by any

1 person upon the principal, and pay it when due;

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

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

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

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

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

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

29 (15) prosecute, defend, submit to arbitration, settle, and

1 propose or accept a compromise with respect to, a claim existing in  
2 favor of, or against, the principal based on or involving a banking  
3 transaction, or intervene in an action or proceeding relating to a  
4 banking transaction;

5 (16) hire, discharge, and compensate an attorney, accoun-  
6 tant, expert witness, or assistant when the agent considers that the  
7 action is desirable for the proper execution of the powers described  
8 in this subsection, and for the keeping of records about that action;  
9 and

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

14 (e) In a statutory form power of attorney, the language confer-  
15 ring general authority with respect to business operating transactions  
16 shall be construed to mean that, with respect to a business in which  
17 the principal has an interest, whether in the state or elsewhere, the  
18 principal authorizes the agent

19 (1) to the extent that an agent is permitted by law to act  
20 for a principal, to discharge and perform any duty or liability and  
21 exercise any right, power, privilege, or option that the principal  
22 has, or claims to have, under a contract of partnership, whether as a  
23 general or special partner, enforce the terms of the partnership  
24 agreement for the protection of the principal that the agent considers  
25 desirable or necessary, and defend, submit to arbitration, settle, or  
26 compromise an action to which the principal is a party because of  
27 membership in a partnership;

28 (2) to exercise in person or by proxy or enforce a right,  
29 power, privilege, or option that the principal has as the holder of a

1 bond, share, or other instrument of similar character, and defend,  
2 submit to arbitration, settle, or compromise an action to which the  
3 principal is a party because of a bond, share, or other instrument of  
4 similar character;

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

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

10 (B) determine the policy of the enterprise as to the  
11 location of the site or sites to be used for its operation, the  
12 nature and extent of the business to be undertaken by it, the  
13 methods of manufacturing, selling, merchandising, financing,  
14 accounting, and advertising to be employed in its operation, the  
15 amount and types of insurance to be carried, the mode of securing  
16 compensation and dealing with accountants, attorneys, and employ-  
17 ees required for its operation, agree and contract, in any man-  
18 ner, and with any person and on any terms, that the agent consid-  
19 ers desirable or necessary to carry out any or all of the de-  
20 cisions of the agent as to policy, and perform, rescind, reform,  
21 release or modify an agreement or contract or any other similar  
22 agreement or contract made by or on behalf of the principal;

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

28 (D) demand and receive all money that is or may become  
29 due to the principal, or that may be claimed by the principal or

1 on the principal's behalf, in the operation of the enterprise,  
2 and control and disburse the funds in the operation of the enter-  
3 prise in any way that the agent considers desirable or necessary,  
4 and engage in banking transactions that the agent considers  
5 desirable or necessary to carry out the execution of the powers  
6 of the agent described in this subparagraph;

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

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

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

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

27 (8) prosecute, defend, submit to arbitration, settle, and  
28 propose or accept a compromise with respect to, a claim existing in  
29 favor of, or against, the principal based on or involving a business

1 operating transaction or intervene in a related action;

2 (9) hire, discharge, and compensate an attorney, accoun-  
3 tant, expert witness, or assistant when the agent reasonably believes  
4 that the action is desirable for the proper execution of the powers  
5 described in this subsection, and for the keeping of records about  
6 that action; and

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

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

16 (1) continue, pay the premium or assessment on, modify,  
17 rescind, release, or terminate any contract of life, accident, health,  
18 disability, or liability insurance, or any combination of insurance,  
19 procured by or on behalf of the principal before the creation of the  
20 agency that insures either the principal or any other person without  
21 regard to whether the principal is or is not a beneficiary under the  
22 insurance coverage;

23 (2) procure new, different, or additional contracts on the  
24 life of the principal or protecting the principal with respect to ill  
25 health, disability, accident, or liability of any sort, select the  
26 amount, the type of insurance contract and the mode of payment under  
27 each policy, pay the premium or assessment on, modify, rescind, re-  
28 lease, or terminate a contract so procured by the agent; and designate  
29 the beneficiary of the contract of insurance, except that the agent

1 cannot be the beneficiary unless the agent is spouse, child, grand-  
2 child, parent, brother, or sister of the principal;

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

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

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

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

26 (7) pay, from the proceeds of an insurance contract or  
27 otherwise, compromise, or contest, and apply for refunds in connection  
28 with, a tax or assessment levied by a taxing authority with respect to  
29 a contract of insurance or the proceeds of or liability accruing by

1       reason of a tax or assessment;

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

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

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

18      (11) 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 an insurance  
21      transaction, or intervene in an action relating to an insurance trans-  
22      action;

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

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

1 the principal is the insured or has an interest.

2 (g) In a statutory form of attorney, the language conferring  
3 general authority with respect to estate transactions shall be con-  
4 strued to mean that, with respect to an estate of a decedent, absen-  
5 tee, minor, incompetent, or the administration of a trust or other  
6 fund, whether in the state or elsewhere, the principal authorizes the  
7 agent

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

11 (2) to the extent that an agent is permitted by law to act  
12 for a principal, represent and act for the principal in all ways and  
13 in all matters affecting any estate of a decedent, absentee, minor, or  
14 incompetent, or any trust or other fund, out of which the principal is  
15 entitled, or claims to be entitled, to some share or payment, or with  
16 respect to which the principal is a fiduciary;

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

23 (4) to demand, receive, or obtain money or any other thing  
24 of value to which the principal is, or may become, or may claim to be  
25 entitled by reason of the death of a person or of any testamentary  
26 disposition or trust, or by reason of the administration of the estate  
27 of a decedent or absentee, or of the guardianship of a minor or incom-  
28 petent or the administration of any trust or other fund; initiate,  
29 participate in and oppose a proceeding to ascertain the meaning,

1 validity, or effect of any deed, will, declaration of trust, or other  
2 transaction affecting in any way the interest of the principal; initi-  
3 ate, participate in and oppose a proceeding for the removal, substi-  
4 tution, or surcharge of a fiduciary; conserve, invest, disburse, or  
5 use anything received for purposes enumerated in this subsection; and  
6 reimburse the agent for expenditures properly made in the execution of  
7 the powers conferred by the statutory form power of attorney;

8 (5) to prepare, sign, file, and deliver all reports, com-  
9 pilations of information, returns, or papers with respect to an inter-  
10 est had or claimed by or on behalf of the principal in an estate,  
11 trust, or other fund; pay, compromise, or contest, and apply for  
12 refunds in connection with a tax or assessment with respect to any  
13 interest had or claimed by or on behalf of the principal in an estate,  
14 trust, or other fund or by reason of the death of any person, or with  
15 respect to property in which the principal had or claimed an interest;

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

22 (7) to execute, acknowledge, verify, seal, file, and  
23 deliver a consent, designation, pleading, notice, demand, election,  
24 conveyance, release, assignment, check, pledge, waiver, admission of  
25 service, notice of appearance, or any other instrument that the agent  
26 considers useful for accomplishment of any of the purposes enumerated  
27 in this subsection;

28 (8) to submit to arbitration or settle, and propose or  
29 accept a compromise with respect to, a controversy or claim that af-

1       fects the estate of a decedent, absentee, minor, or incompetent, or  
2       the administration of a trust or other fund, in any one of which the  
3       principal has, or claims to have, an interest, and do any act that the  
4       agent considers desirable or necessary to carry out the compromise;

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

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

15              (h) In a statutory form power of attorney, the language confer-  
16       ring general authority with respect to gift transactions shall be  
17       construed to mean that, as to a gift that is made outright, in trust,  
18       in custodial account, or otherwise, in which the principal is inter-  
19       ested, whether the object of the gift is located in the state or  
20       elsewhere, the principal authorizes the agent to

21              (1) make gifts from any or all of the principal's real and  
22       personal property, and in the kinds or shares that the agent considers  
23       prudent for any purpose, except that the agent may not be the benefi-  
24       ciary of the gift unless the agent is spouse, child, grandchild,  
25       parent, brother, or sister of the principal;

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

29              (3) hire, discharge, and compensate an attorney, account-

1 tant, expert witness, or assistant when the agent considers the action  
2 to be desirable for the proper execution of the powers described in  
3 this subsection, and for the keeping of records about that action;

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

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

10 (1) assert and prosecute before any court, administrative  
11 board, department, or other tribunal a cause of action, claim, coun-  
12 terclaim, offset, or defense that the principal has, or claims to  
13 have, against an individual, partnership, association, corporation,  
14 government, or other person or instrumentality, including, by way of  
15 illustration, and not of restriction, power to sue for the recovery of  
16 land or of any other thing of value, for the recovery of damages  
17 sustained by the principal in any manner for damages sustained as a  
18 result of the refusal of a third party to honor the power of attorney,  
19 for the elimination or modification of tax liability, for an injunc-  
20 tion, for specific performance, or for any other relief;

21 (2) bring an action to determine adverse claims, intervene  
22 or interplead in an action or proceeding, and act in litigation as  
23 amicus curiae;

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

28 (4) in connection with any legal action, perform an act  
29 that the principal might perform, including by way of illustration and

1 not of restriction, acceptance of tender, offer of judgment, admission  
2 of facts, submission of a controversy on an agreed statement of facts,  
3 consent to examination before trial, and generally bind the principal  
4 in the conduct of any litigation or controversy that the agent con-  
5 siders desirable;

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

10 (6) waive the issuance and service of process upon the  
11 principal, accept service of process, appear for the principal, desig-  
12 nate persons upon whom process directed to the principal may be  
13 served, execute and file or deliver stipulations on the principal's  
14 behalf, verify pleadings, appeal to appellate tribunals, procure and  
15 give surety and indemnity bonds that the agent finds desirable or  
16 necessary, contract and pay for the preparation and printing of re-  
17 cords and briefs, receive, execute, and file or deliver a consent,  
18 waiver, release, confession of judgment, satisfaction of judgment,  
19 notice, agreement, or other instrument that the agent considers desir-  
20 able or necessary in connection with the prosecution, settlement, or  
21 defense of a claim by or against the principal or of any litigation to  
22 which the principal is or may become or be designated a party;

23 (7) appear for, represent, and act for the principal with  
24 respect to bankruptcy or insolvency proceedings whether of the princi-  
25 pal or of some other person, with respect to a reorganization proceed-  
26 ing, or with respect to a receivership or application for the appoint-  
27 ment of a receiver or trustee that affects an interest of the princi-  
28 pal in any land, chattel, bond, share, commodity interest, or other  
29 thing of value;

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

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

12 (10) do any other act or acts that the principal can do  
13 through an agent in connection with a claim by or against the princi-  
14 pal or with litigation to which the principal is or may become or be  
15 designated a party.

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

21 (1) do all acts necessary to maintain the customary stan-  
22 dard of living of the spouse, children, and other dependents of the  
23 principal, including by way of illustration and not by way of re-  
24 striction, power to provide living quarters by purchase, lease, or by  
25 other contract, or by any payment of the operating costs, including  
26 interest, amortization payments, repairs, and taxes, of premises owned  
27 by the principal and occupied by the principal's family or dependents,  
28 to provide normal domestic help for the operation of the household, to  
29 provide usual vacations and usual travel expenses, to provide usual

1 educational facilities, and to provide funds for all the current  
2 living costs of the spouse, children, and other dependents, including,  
3 among other things, shelter, clothing, food, and incidentals;

4 (2) provide, whenever necessary, medical, dental, and  
5 surgical care, hospitalization, and custodial care for the spouse,  
6 children, and other dependents of the principal;

7 (3) continue whatever provision has been made by the prin-  
8 cipal for the principal's spouse, children, and other dependents, with  
9 respect to automobiles, or other means of transportation, including by  
10 way of illustration, but not by way of restriction, power to license,  
11 insure, and replace automobiles owned by the principal and customarily  
12 used by the spouse, children, or other dependents of the principal;

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

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

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

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

29 (8) 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 remuneration for services performed, or as a stock divi-  
3 dend or distribution, or as interest or principal upon indebtedness,  
4 or as a periodic distribution of profits from any partnership or  
5 business in which the principal has or claims an interest, and en-  
6 dorse, collect, or otherwise realize upon an instrument for the pay-  
7 ment received;

8 (9) prepare, execute, and file all tax, social security,  
9 unemployment insurance, and information returns required by the laws  
10 of the United States or of any state or subdivision, or of any foreign  
11 government; prepare, execute, and file all other papers and instru-  
12 ments that the agent considers desirable or necessary for the safe-  
13 guarding of the principal against excess or illegal taxation or  
14 against penalties imposed for claimed violation of a law or regula-  
15 tion; and pay, compromise, or contest or apply for refunds in connec-  
16 tion with a tax or assessment for which the principal is or may be  
17 liable;

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

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

29 (12) prosecute, defend, submit to arbitration, settle, and

1 propose or accept a compromise with respect to a claim existing in  
2 favor of, or against, the principal based on or involving a  
3 transaction enumerated in this subsection, or intervene in any action  
4 or proceeding related to a transaction;

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

10 (14) do any other act or acts that the principal can do  
11 through an agent, for the welfare of the spouse, children, or depen-  
12 dents of the principal or for the preservation and maintenance of the  
13 other personal relationships of the principal to a parent, relative,  
14 friend, or organization.

15 (k) In a statutory form power of attorney, the language confer-  
16 ring general authority with respect to benefits from military service  
17 shall be construed to mean that, whether the military service benefits  
18 accrued to the principal in the state or elsewhere, the principal  
19 authorizes the agent to

20 (1) execute vouchers in the name of the principal for  
21 allowances and reimbursements payable by the United States, a state,  
22 or a subdivision, to the principal, including by way of illustration  
23 but not of restriction, allowances and reimbursements for transporta-  
24 tion of the principal and the principal's dependents, and for shipment  
25 of household effects, and receive, endorse, and collect the proceeds  
26 of a check payable to the order of the principal drawn on the treasur-  
27 er or other fiscal officer or depository of the United States, a  
28 state, or a subdivision;

29 (2) take possession and order the removal and shipment of

1 property of the principal from any post, warehouse, depot, dock, or  
2 other place or storage or safekeeping and execute and deliver any  
3 release, voucher, receipt, bill of lading, shipping ticket, certifi-  
4 cate, or other instrument that the agent considers desirable or neces-  
5 sary for that purpose;

6 (3) prepare, file, and prosecute the claim of the principal  
7 to any benefit or assistance to which the principal is, or claims to  
8 be, entitled under the provisions of a statute or regulation that the  
9 benefit or assistance arises from or if the benefit or assistance is  
10 based upon performance of military service by the principal or by a  
11 person related by blood or by marriage to the principal, and execute a  
12 receipt or other instrument that the agent considers desirable or  
13 necessary for the enforcement or for the collection of the claim;

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

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

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

27 (7) do any other act or acts that the principal can do  
28 through an agent, and which the agent considers desirable or necessary  
29 to assure to the principal and to the dependents of the principal, the

1 maximum possible benefit from the military service performed by the  
2 principal or by a person related by blood or marriage to the  
3 principal.

4 (1) In the statutory form power of attorney, the language con-  
5 ferring general authority with respect to health care services, shall  
6 be construed to mean that, as to the health care of the principal,  
7 whether to be provided in the state or elsewhere, the principal  
8 authorizes the agent to

9 (1) have access to and disclose to others medical and  
10 related information and records;

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

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

18 (4) arrange for care or lodging of the principal in a  
19 hospital, nursing home, or hospice;

20 (5) grant releases to health care professionals or health  
21 care institutions;

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

26 (7) do any other act or acts, that the principal can do  
27 through an agent, and that the agent considers desirable or necessary  
28 to provide for the principal's physical or mental well being.

29 (m) In a statutory form power of attorney, the language confer-

1 ring general authority with respect to records, reports, and state-  
2 ments shall be construed to mean that, with respect to a record,  
3 report, or statement concerning the affairs of the principal, whether  
4 arising in the state or elsewhere, the principal authorizes the agent  
5 to

6 (1) keep records of cash received and disbursed for or on  
7 account of the principal, of all credits and debits to the account of  
8 the principal, and of all transactions affecting the assets and lia-  
9 bilities of the principal;

10 (2) prepare, execute, and file all tax, social security,  
11 unemployment insurance, and information returns required by the laws  
12 of the United States, a state, or a subdivision, or of any foreign  
13 government, and prepare, execute, and file all other papers and instru-  
14 ments that the agent considers desirable or necessary for the safe-  
15 guarding of the principal against excess or illegal taxation or  
16 against penalties imposed for claimed violation of a law or regu-  
17 lation;

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

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

27 (5) do any other act or acts that the principal can do  
28 through an agent in connection with the preparation, execution, fil-  
29 ing, storage, or other use of any records, reports, or statements of

1 or concerning the principal's affairs.

2 (n) In a statutory form power of attorney, the language  
3 conferring general authority with respect to delegation shall be  
4 construed to mean that the principal gives the agent full and unquali-  
5 fied authority to delegate a power set out in AS 13.26.335 - 13.26.355  
6 to a person whom the agent may select.

7 (o) In a statutory form power of attorney, the language confer-  
8 ring general authority with respect to all other matters shall be  
9 construed to mean that the principal authorizes the person designated  
10 in the power of attorney to act as an agent of the principal with  
11 respect to any and all possible matters that are not enumerated in  
12 this section and that the principal can lawfully do through an agent.

13 Sec. 13.26.345. VALIDITY OF MODIFIED STATUTORY POWER OF ATTOR-  
14 NEY. A power of attorney that satisfies the requirements of AS 13.-  
15 26.335 - 13.26.340 is not prevented from being a statutory power of  
16 attorney by the fact that it also contains additional language that

17 (1) eliminates from the power of attorney one or more of  
18 the powers enumerated in one or more of the subsections of AS 13.26.-  
19 340 with respect to a section of the statutory power of attorney that  
20 is not eliminated by the principal;

21 (2) supplements one or more of the powers enumerated in one  
22 or more of the subsections of AS 13.26.340 with respect to a section  
23 of the statutory power of attorney that is not eliminated by the  
24 principal by specifically listing additional powers of the agent; or

25 (3) makes an additional provision that is not inconsistent  
26 with the other provisions of the statutory power of attorney.

27 Sec. 13.26.350. WHEN STATUTORY POWER OF ATTORNEY IS NOT AFFECTED  
28 BY DISABILITY OR INCOMPETENCE OF PRINCIPAL. (a) The subsequent  
29 disability or incompetence of a principal does not revoke or terminate

1 the authority of an attorney-in-fact who acts under a power of attor-  
2 ney in a writing executed by a principal if the writing contains the  
3 words "This power of attorney shall become effective upon the disabil-  
4 ity of the principal," or contains the words "This power of attorney  
5 shall not be affected by the subsequent disability of the principal,"  
6 or words substantially similar showing the intent of the principal  
7 that the authority conferred shall be exercisable notwithstanding the  
8 principal's subsequent disability, incompetence, or uncertainty as to  
9 whether the principal is dead or alive.

10 (b) An act done by an attorney-in-fact under a power granted in  
11 a power of attorney under AS 13.26.335 - 13.26.340 during a period of  
12 disability, incompetence, or uncertainty as to whether the principal  
13 is dead or alive has the same effect and enures to the benefit of and  
14 binds a principal and the principal's distributees, devisees, lega-  
15 tees, and personal representatives as if the principal were competent  
16 and not disabled. If a conservator is later appointed for the princi-  
17 pal, during the continuance of the appointment the attorney-in-fact  
18 shall account to the conservator rather than to the principal. The  
19 conservator has the same power the principal would have if the princi-  
20 pal were not disabled or incompetent to revoke, suspend, or terminate  
21 the power of attorney.

22 Sec. 13.26.355. PROVISIONS APPLICABLE TO STATUTORY POWER OF  
23 ATTORNEY. (a) For purposes of AS 13.26.335 - 13.26.340, the disabil-  
24 ity of a principal shall be established by the affidavit of a physi-  
25 cian or similarly qualified medical professional stating that the  
26 principal's ability to receive and evaluate information, or to commu-  
27 nicate decisions, is impaired as a result of mental illness, mental  
28 deficiency, physical illness, physical disability, advanced age, use  
29 of drugs, chronic intoxication, or other similar medical or psycholog-

1 ical reason, to such an extent that the principal is unable to manage  
2 the principal's property or affairs.

3 (b) A third party who relies on the reasonable representations  
4 of an attorney-in-fact designated under AS 13.26.335 - 13.26.340 as to  
5 a matter relating to a power granted by a properly executed statutory  
6 form power of attorney does not incur a liability to the principal or  
7 the principal's heirs, assigns, or estate as a result of permitting  
8 the attorney-in-fact to exercise the authority granted by the power of  
9 attorney.

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

18 \* Sec. 2. PREVIOUSLY CREATED POWERS OF ATTORNEY. (a) A general power  
19 of attorney created before the effective date of this Act shall be con-  
20 strued to grant to the attorney-in-fact the powers set out under AS 13.26.-  
21 335 - 13.26.355, unless the previously created general power of attorney  
22 contains language of limitation. All other provisions of AS 13.26.335 -  
23 13.26.355 apply to a general power of attorney.

24 (b) A special power of attorney created before the effective date of  
25 this Act shall be construed to grant the attorney-in-fact the powers set  
26 out in that special power of attorney, but all other provisions of AS 13.-  
27 26.335 - 13.26.355 apply to the special power of attorney.

28 (c) A durable power of attorney, whether general or special, created  
29 before the effective date of this Act that contains the words "This power

1 of attorney is not affected by disability of the principal," the words  
2 "This power of attorney becomes effective upon the disability of the  
3 principal," or substantially similar words shall be construed as a durable  
4 power of attorney, and all provisions of AS 13.26.335 - 13.26.355 appli-  
5 cable to durable powers of attorney shall apply to that durable power of  
6 attorney.