

Original sponsors: Ellis and Gruenberg

1 IN THE HOUSE

BY THE HEALTH, EDUCATION AND
SOCIAL SERVICES COMMITTEE

2

CS FOR HOUSE BILL NO. 491 (HESS)

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FIFTEENTH LEGISLATURE - SECOND SESSION

5

A BILL

6 For an Act entitled: "An Act relating to powers of attorney and establish-
7 ing a statutory form power of attorney."

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

15 GENERAL POWER OF ATTORNEY

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

24 YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME.

25 Pursuant to AS 13.26.338 - 13.26.353, I, (Name of
26 principal), of (Address of principal),
27 do hereby appoint (Name and address of agent or agents),
28 my attorney(s)-in-fact to act as I have checked below in
29 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 _____
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IF YOU HAVE APPOINTED MORE THAN ONE AGENT, CHECK ONE OF THE FOLLOWING:

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

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

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

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

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

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

This document shall only continue in effect for _____ () years from the date of my signature.

NOTICE TO THIRD PARTIES

A third party who relies on the reasonable representations of an attorney-in-fact as to a matter relating to a power granted by a properly executed statutory power of attorney does not incur any liability to the principal or

1 to the principal's heirs, assigns, or estate as a result of
2 permitting the attorney-in-fact to exercise the authority
3 granted by the power of attorney. A third party who fails
4 to honor a properly executed statutory form power of attorney
5 may be liable to the principal, the attorney-in-fact, the
6 principal's heirs, assigns, or estate for a civil penalty,
7 plus damages, costs, and fees associated with the failure
8 to comply with the statutory form power of attorney. If
9 the power of attorney is one which becomes effective upon
10 the disability of the principal, the disability of the
11 principal is established by an affidavit, as required by law.

12 IN WITNESS WHEREOF, I have hereunto signed my name
13 this ____ day of _____, ____.

14 _____
15 Signature of Principal

16 Subscribed and sworn to or affirmed before me at _____
17 _____ on _____.

18 Signature of Officer or Notary

19 Sec. 13.26.335. ADDITIONAL OPTIONAL PROVISIONS TO STATUTORY FORM
20 POWER OF ATTORNEY. Each of the following provisions may be included
21 in a statutory form power of attorney:

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

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

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

27 (2) YOU MAY DESIGNATE AN ALTERNATE ATTORNEY-IN-FACT. ANY
28 ALTERNATE YOU DESIGNATE WILL BE ABLE TO EXERCISE THE SAME POWERS
29 AS THE AGENT(S) YOU NAMED AT THE BEGINNING OF THIS DOCUMENT.

1 IF YOU WISH TO DESIGNATE AN ALTERNATE OR ALTERNATES,
2 COMPLETE THE FOLLOWING:

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

6 First alternate or successor attorney-in-fact
7 (Name and address of alternate)

8 Second alternate or successor attorney-in-fact
9 (Name and address of alternate)

10 (3) YOU MAY NOMINATE A GUARDIAN OR CONSERVATOR. IF YOU
11 WISH TO NOMINATE A GUARDIAN OR CONSERVATOR, COMPLETE THE
12 FOLLOWING:

13 In the event that a court decides that it is necessary
14 to appoint a guardian or conservator for me, I hereby nomi-
15 nate (Name and address of person nominated) to
16 be considered by the court for appointment to serve as my
17 guardian or conservator, or in any similar representative
18 capacity.

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

20 (a) In the instrument set out in AS 13.26.332 - 13.26.335, the prin-
21 cipal must draw a line through the text of any category for which the
22 principal does not desire to give the agent authority.

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

26 Sec. 13.26.341. APPLICABILITY OF PROVISIONS OF STATUTORY FORM
27 POWER OF ATTORNEY. In the instrument set out in AS 13.26.332 -
28 13.26.335,

29 (1) if the principal has appointed more than one person to

1 act as attorney-in-fact or agent and failed to check whether the
2 agents may act "jointly" or "severally," the agents are required to
3 act jointly;

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

7 (3) if the principal has indicated that the instrument
8 shall become effective upon the date of the principal's signature or
9 has failed to indicate when the instrument shall become effective and
10 has failed to indicate the effect of the principal's subsequent dis-
11 ability on the instrument, the instrument shall be revoked by the
12 subsequent disability of the principal;

13 (4) if the principal has failed to indicate a specific term
14 for the instrument, the instrument shall continue in effect until
15 revoked.

16 Sec. 13.26.344. INTERPRETATION OF PROVISIONS IN STATUTORY FORM
17 POWER OF ATTORNEY. (a) In a statutory form power of attorney, the
18 language conferring general authority with respect to real estate
19 transactions shall be construed to mean that, as to an estate or
20 interest in land of the principal, whether in the state or elsewhere,
21 the principal authorizes the agent to

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

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

29 (3) release in whole or in part, assign the whole or a part

1 of, satisfy in whole or in part, and enforce a mortgage, encumbrance,
2 lien, or other claim to land that exists, or is claimed to exist, in
3 favor of the principal;

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

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

16 (6) 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 an interest in land or of one or more of
19 the transactions enumerated in this subsection; conserve, invest,
20 disburse, or use anything so received for purposes enumerated in this
21 subsection; and reimburse the agent for an expenditure properly made
22 in the execution of the powers conferred by the statutory form power
23 of attorney;

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

1 right, and to vote in person by the granting of a proxy;

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 any of the purposes enumerated in this subsection, and perform, re-
5 scind, reform, release, or modify an agreement or contract made by¹ or
6 on behalf of the principal;

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

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

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

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

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

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

1 property, chattels, or goods;

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

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

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

24 (5) demand, receive, and obtain money or any other thing of
25 value to which the principal is, or may become, or may claim to be,
26 entitled as the proceeds of any tangible personal property, chattels,
27 or goods or of an interest in them, or of one or more of the trans-
28 actions enumerated in this subsection, conserve, invest, disburse, or
29 use anything so received for purposes enumerated in this subsection,

1 and reimburse the agent for any expenditures properly made in the
2 execution of the powers conferred by the power of attorney;

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

8 (7) execute, acknowledge, seal, and deliver a conveyance,
9 revocation, declaration or modification of trust, mortgage, lease,
10 notice, check or other instrument that the agent considers useful for
11 the accomplishment 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 trans-
15 action involving tangible personal property, chattels, or goods, or
16 intervene in an action or proceeding;

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

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

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

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

1 demand, buy, receive, or otherwise acquire either ownership or pos-
2 session of, a bond, share, or instrument of similar character includ-
3 ing, by way of illustration, but not of restriction, stock in a corpo-
4 ration organized under 43 U.S.C. 1601 - 1628 (Alaska Native Claims
5 Settlement Act), commodity interest, or an instrument with respect to
6 a bond, share, or instruments of similar character, together with the
7 interest, dividends, proceeds, or other distributions connected with a
8 bond, share, or instrument of a similar character;

9 (2) sell, exchange, transfer, release, surrender, hypothe-
10 cate, pledge, revoke, create, or modify a trust, grant options con-
11 cerning, loan, trade in, or otherwise dispose of a bond, share, in-
12 strument of similar character, commodity interest, or a related in-
13 strument;

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

19 (4) do any act of management or of conservation with re-
20 spect to a bond, share, instrument of similar character, commodity
21 interest, or a related instrument, owned or claimed to be owned by the
22 principal or in which the principal has or claims to have an interest,
23 including by way of illustration, but not of restriction, power to
24 insure against a casualty, liability, or loss, obtain or regain pos-
25 session or protect the principal's interest, pay, compromise, or
26 contest taxes or assessments, apply for a refund in connection with a
27 payment, compromise, or tax, consent to and participate in a reorga-
28 nization, recapitalization, liquidation, merger, consolidation, sale
29 or lease or other change in or revival of a corporation or other

1 association, or in the financial structure of a corporation or other
2 association, or in the priorities, voting rights, or other special
3 rights with respect to a corporation or association, become a deposi-
4 tor with a protective, reorganization or similar committee of the
5 bond, share, other instrument of similar character, commodity interest
6 or a related instrument, belonging to the principal, make a payment
7 reasonably incident to them, and exercise or sell an option, conver-
8 sion, or similar right, or vote in person or by the granting of a
9 proxy for the accomplishment of the purposes enumerated in this sub-
10 section;

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

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

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

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

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

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

13 (11) 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 bond,
16 share, or commodity transaction, or intervene in a related action or
17 proceeding;

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

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

27 (d) In a statutory form power of attorney, the language confer-
28 ring general authority with respect to banking transactions shall be
29 construed to mean that, as to a banking transaction engaged in by the

1 principal, whether in the state or elsewhere, the principal authorizes
2 the agent to

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

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

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

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

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

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

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

29 (8) make, assign, endorse, discount, guarantee, and

1 negotiate promissory notes, bills of exchange, checks, drafts, or
2 other negotiable or nonnegotiable paper of the principal, or payable
3 to the principal or to the principal's order, receive the cash or
4 other proceeds of them; and accept any bill of exchange or draft drawn
5 by any person upon the principal, and pay it when due;

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

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

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

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

20 (13) demand, receive, or 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 banking transaction conducted by the
23 principal or by the agent in the execution of the powers described in
24 this subsection, or partly by the principal and partly by the agent;
25 conserve, invest, disburse, or use anything received for purposes
26 enumerated in this subsection, and reimburse the agent for an expendi-
27 ture properly made in the execution of the powers conferred by the
28 statutory form power of attorney;

29 (14) execute, acknowledge, seal, and deliver an instrument,

1 in the name of the principal or otherwise, that the agent considers
2 useful for the accomplishment of a purpose enumerated in this sub-
3 section;

4 (15) 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 banking
7 transaction, or intervene in an action or proceeding relating to a
8 banking transaction;

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

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

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

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

1 compromise an action to which the principal is a party because of
2 membership in a partnership;

3 (2) to exercise in person or by proxy or enforce a right,
4 power, privilege, or option that the principal has as the holder of a
5 bond, share, or other instrument of similar character, and defend,
6 submit to arbitration, settle, or compromise an action to which the
7 principal is a party because of a bond, share, or other instrument of
8 similar character;

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

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

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

27 (C) change the name or form of organization under
28 which the business is operated and enter into a partnership
29 agreement with others or organize a corporation to take over the

1 operation of the business, or any part of it, that the agent
2 considers desirable or necessary;

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

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

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

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

27 (7) execute, acknowledge, seal, and deliver a deed, assign-
28 ment, mortgage, lease, notice, consent, agreement, authorization
29 check, or other instrument that the agent considers useful for the

1 accomplishment of any of the purposes enumerated in this subsection;

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

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

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

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

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

27 (2) procure new, different, or additional contracts on the
28 life of the principal or protecting the principal with respect to ill
29 health, disability, accident, or liability of any sort, select the

1 amount, the type of insurance contract and the mode of payment under
2 each policy, pay the premium or assessment on, modify, rescind, re-
3 lease, or terminate a contract so procured by the agent; and designate
4 the beneficiary of the contract of insurance, except that the agent
5 cannot be the beneficiary unless the agent is spouse, child, grand-
6 child, parent, brother, or sister of the principal;

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

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

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

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

1 (7) pay, from the proceeds of an insurance contract or
2 otherwise, compromise, or contest, and apply for refunds in connection
3 with, a tax or assessment levied by a taxing authority with respect to
4 a contract of insurance or the proceeds of or liability accruing by
5 reason of a tax or assessment;

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

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

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

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 an insurance
25 transaction, or intervene in an action relating to an insurance trans-
26 action;

27 (12) hire, discharge, and compensate an attorney, accoun-
28 tant, expert witness, or assistant when the agent considers the action
29 to be desirable for the proper execution of a power described in this

1 subsection, and for the keeping of records about that action; and

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

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

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

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

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

27 (4) to demand, receive, or obtain money or any other thing
28 of value to which the principal is, or may become, or may claim to be
29 entitled by reason of the death of a person or of any testamentary

1 disposition or trust, or by reason of the administration of the estate
2 of a decedent or absentee, or of the guardianship of a minor or incom-
3 petent or the administration of any trust or other fund; initiate,
4 participate in and oppose a proceeding to ascertain the meaning,
5 validity, or effect of any deed, will, declaration of trust, or other
6 transaction affecting in any way the interest of the principal; initi-
7 ate, participate in and oppose a proceeding for the removal, substi-
8 tution, or surcharge of a fiduciary; conserve, invest, disburse, or
9 use anything received for purposes enumerated in this subsection; and
10 reimburse the agent for expenditures properly made in the execution of
11 the powers conferred by the statutory form power of attorney;

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

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

26 (7) to execute, acknowledge, verify, seal, file, and de-
27 liver a consent, designation, pleading, notice, demand, election,
28 conveyance, release, assignment, check, pledge, waiver, admission of
29 service, notice of appearance, or any other instrument that the agent

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

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

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

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

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

25 (1) make gifts from any or all of the principal's real and
26 personal property, and in the kinds or shares that the agent considers
27 prudent for any purpose, except that the agent or a person whom the
28 agent has a legal obligation to support when the gift is in full or
29 partial satisfaction of that obligation may not be the beneficiary of

1 the gift unless the principal specifically provides under subdivision
2 (0) of the statutory form power of attorney that the agent or the
3 person whom the agent has a legal obligation to support may be the
4 beneficiary of the gift if authorized;

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

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

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

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

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

29 (2) bring an action to determine adverse claims, intervene

1 or interplead in an action or proceeding, and act in litigation as
2 amicus curiae;

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

7 (4) in connection with any legal action, perform an act
8 that the principal might perform, including by way of illustration and
9 not of restriction, acceptance of tender, offer of judgment, admission
10 of facts, submission of a controversy on an agreed statement of facts,
11 consent to examination before trial, and generally bind the principal
12 in the conduct of any litigation or controversy that the agent con-
13 siders desirable;

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

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

1 which the principal is or may become or be designated a party;

2 (7) appear for, represent, and act for the principal with
3 respect to bankruptcy or insolvency proceedings whether of the princi-
4 pal or of some other person, with respect to a reorganization proceed-
5 ing, or with respect to a receivership or application for the appoint-
6 ment of a receiver or trustee that affects an interest of the princi-
7 pal in any land, chattel, bond, share, commodity interest, or other
8 thing of value;

9 (8) hire, discharge, and compensate an attorney, accoun-
10 tant, expert witness, or assistant when the agent reasonably believes
11 the action to be desirable for the proper execution of any of the
12 powers described in this subsection;

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

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

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

29 (1) do all acts necessary to maintain the customary

1 standard of living of the spouse, children, and other dependents of
2 the principal, including by way of illustration and not by way of re-
3 striction, power to provide living quarters by purchase, lease, or by
4 other contract, or by any payment of the operating costs, including
5 interest, amortization payments, repairs, and taxes, of premises owned
6 by the principal and occupied by the principal's family or dependents,
7 to provide normal domestic help for the operation of the household, to
8 provide usual vacations and usual travel expenses, to provide usual
9 educational facilities, and to provide funds for all the current
10 living costs of the spouse, children, and other dependents, including,
11 among other things, shelter, clothing, food, and incidentals;

12 (2) provide, whenever necessary, medical, dental, and
13 surgical care, hospitalization, and custodial care for the spouse,
14 children, and other dependents of the principal;

15 (3) continue whatever provision has been made by the prin-
16 cipal for the principal's spouse, children, and other dependents, with
17 respect to automobiles, or other means of transportation, including by
18 way of illustration, but not by way of restriction, power to license,
19 insure, and replace automobiles owned by the principal and customarily
20 used by the spouse, children, or other dependents of the principal;

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

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

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

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

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

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

26 (10) use an asset of the principal to perform a power enu-
27 merated in this subsection, including by way of illustration and not
28 by way of restriction, power to draw money by check or otherwise from
29 a bank deposit of the principal, to sell land or a chattel, bond,

1 share, commodity interest, or other asset of the principal, to borrow
2 money, and to pledge as security for the loan any asset, including
3 insurance, that belongs to the principal;

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

8 (12) 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 enumerated in this subsection, or intervene in any action or
12 proceeding related to a transaction;

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

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

23 (k) In a statutory form power of attorney, the language confer-
24 ring general authority with respect to benefits from government pro-
25 grams and military service shall be construed to mean that, whether
26 the benefits from the government programs or military service have
27 accrued to the principal in the state or elsewhere, the principal
28 authorizes the agent to

29 (1) prepare and execute vouchers, applications, requests,

1 forms, and other legal documents in the name of the principal for all
2 benefits, bonuses, dividends, allowances, and reimbursements payable
3 under any government program or military service of the United States,
4 a state, or a subdivision, and receive, endorse, and collect the
5 proceeds of a check payable to the order of the principal drawn on the
6 treasurer or other fiscal officer or depository of the United States,
7 a state, or a subdivision;

8 (2) take possession and order the removal and shipment of
9 property of the principal from any post, warehouse, depot, dock, or
10 other place or storage or safekeeping and execute and deliver any
11 release, voucher, receipt, bill of lading, shipping ticket, certifi-
12 cate, or other instrument that the agent considers desirable or neces-
13 sary for that purpose;

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

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

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

28 (6) hire, discharge, or compensate an attorney, accountant,
29 expert witness, or assistant when the agent considers that action to

1 be desirable for the proper execution of any of the powers described
2 in this subsection; and

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

8 (1) In the statutory form power of attorney, the language con-
9 ferring general authority with respect to health care services, shall
10 be construed to mean that, as to the health care of the principal,
11 whether to be provided in the state or elsewhere, the principal au-
12 thORIZES the agent to

13 (1) have access to and disclose to others medical and
14 related information and records;

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

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

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

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

26 (6) grant releases to health care professionals or health
27 care institutions;

28 (7) hire, discharge, or compensate an attorney, accountant,
29 expert witness, or assistant when the agent considers the action to be

1 desirable for the proper execution of the powers described in this
2 subsection; and

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

6 (m) In a statutory form power of attorney, the language confer-
7 ring general authority with respect to records, reports, and state-
8 ments shall be construed to mean that, with respect to a record,
9 report, or statement concerning the affairs of the principal, whether
10 arising in the state or elsewhere, the principal authorizes the agent
11 to

12 (1) keep records of cash received and disbursed for or on
13 account of the principal, of all credits and debits to the account of
14 the principal, and of all transactions affecting the assets and lia-
15 bilities of the principal;

16 (2) prepare, execute, and file all tax, social security,
17 unemployment insurance, and information returns required by the laws
18 of the United States, a state, or a subdivision, or of any foreign
19 government, and prepare, execute, and file all other papers and in-
20 struments that the agent considers desirable or necessary for the
21 safeguarding of the principal against excess or illegal taxation or
22 against penalties imposed for claimed violation of a law or regu-
23 lation;

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

29 (4) hire, discharge, or compensate an attorney, accountant,

1 or assistant when the agent reasonably believes the action to be
2 desirable for the proper execution of the powers described in this
3 subsection; and

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

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

13 (o) In a statutory form power of attorney, the language confer-
14 ring general authority with respect to all other matters shall be
15 construed to mean that the principal authorizes the person designated
16 in the power of attorney to act as an agent of the principal with
17 respect to

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

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

23 Sec. 13.26.347. VALIDITY OF MODIFIED STATUTORY POWER OF ATTOR-
24 NEY. A power of attorney that satisfies the requirements of AS 13.-
25 26.332 - 13.26.344 is not prevented from being a statutory power of
26 attorney by the fact that it also contains additional language that

27 (1) eliminates from the power of attorney one or more of
28 the powers enumerated in one or more of the subsections of AS 13.26.-
29 344 with respect to a section of the statutory power of attorney that

1 is not eliminated by the principal;

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

6 (3) makes an additional provision that is not substantially
7 inconsistent with the other provisions of the statutory power of
8 attorney.

9 Sec. 13.26.350. WHEN STATUTORY POWER OF ATTORNEY IS NOT AFFECTED
10 BY DISABILITY OR INCOMPETENCE OF PRINCIPAL. (a) The subsequent
11 disability or incompetence of a principal does not revoke or terminate
12 the authority of an attorney-in-fact who acts under a power of attor-
13 ney in a writing executed by a principal if the writing contains the
14 words "This power of attorney shall become effective upon the disabil-
15 ity of the principal," or contains the words "This power of attorney
16 shall not be affected by the subsequent disability of the principal,"
17 or words substantially similar showing the intent of the principal
18 that the authority conferred shall be exercisable notwithstanding the
19 principal's subsequent disability, incompetence, or uncertainty as to
20 whether the principal is dead or alive.

21 (b) An act done by an attorney-in-fact under a power granted in
22 a power of attorney under AS 13.26.332 - 13.26.344 during a period of
23 disability, incompetence, or uncertainty as to whether the principal
24 is dead or alive has the same effect and enures to the benefit of and
25 binds a principal and the principal's distributees, devisees, lega-
26 tees, and personal representatives as if the principal were competent
27 and not disabled. If a conservator is later appointed for the princi-
28 pal, during the continuance of the appointment the attorney-in-fact
29 shall account to the conservator rather than to the principal. The

1 conservator has the same power the principal would have if the princi-
2 pal were not disabled or incompetent to revoke, suspend, or terminate
3 the power of attorney.

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

6 (1) the disability of a principal shall be established by
7 affidavit stating that the principal's ability to receive and evaluate
8 information, or to communicate decisions, is impaired as a result of
9 mental illness, mental deficiency, physical illness, physical disabil-
10 ity, advanced age, use of drugs, chronic intoxication, or other simi-
11 lar medical or psychological reason, to such an extent that the prin-
12 cipal is unable to manage the principal's property or affairs;

13 (2) the affidavit shall be signed by two physicians or
14 similarly qualified medical professionals who have personally examined
15 the principal; however, the affidavit may be signed by only one physi-
16 cian or similarly qualified medical professional if only one physician
17 or similarly qualified medical professional is available and the
18 affidavit executed by the person so states.

19 (b) A third party who relies on the reasonable representations
20 of an attorney-in-fact designated under AS 13.26.332 - 13.26.344 as to
21 a matter relating to a power granted by a properly executed statutory
22 form power of attorney does not incur a liability to the principal or
23 the principal's heirs, assigns, or estate as a result of permitting
24 the attorney-in-fact to exercise the authority granted by the power of
25 attorney.

26 (c) A third party shall honor the terms of a properly executed
27 statutory power of attorney. A third party who fails to honor a
28 properly executed statutory form power of attorney may be liable in a
29 civil action to the principal, the attorney-in-fact, or the

1 principal's heirs, assigns, or estate for a civil penalty not to
2 exceed \$1,000, plus the actual damages, costs, and fees associated
3 with the failure to comply with the statutory form power of attorney.
4 The civil action shall be the exclusive remedy at law for damages.

5 Sec. 13.26.356. POWERS OF ATTORNEY NOT REVOKED UNTIL NOTICE OF
6 DEATH OR DISABILITY. (a) The death, disability or incompetence of a
7 principal who has executed a power of attorney in writing does not
8 revoke or terminate the agency as to the attorney-in-fact, agent, or
9 other person who, without actual knowledge of the death, disability,
10 or incompetence of the principal, acts in good faith under the power
11 of attorney or agency. Action so taken, unless otherwise invalid or
12 unenforceable, binds the principal and the heirs, devisees, and per-
13 sonal representatives of the principal.

14 (b) An affidavit executed by the attorney-in-fact or agent
15 stating that the attorney-in-fact or agent did not have, at the time
16 of doing an act under the power of attorney, actual knowledge of the
17 revocation or termination of the power of attorney by death, disabil-
18 ity or incompetence, is, in the absence of fraud, conclusive proof of
19 the nonrevocation or nontermination of the power at that time. If the
20 exercise of the power requires execution and delivery of an instrument
21 that is recordable, the affidavit when authenticated for record is
22 likewise recordable.

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

25 * Sec. 2. PREVIOUSLY CREATED POWERS OF ATTORNEY. (a) A general power
26 of attorney created before the effective date of this Act shall be con-
27 strued to grant to the attorney-in-fact the powers set out under AS 13.26.-
28 344.

29 (b) A special power of attorney created before the effective date of

1 this Act shall be construed to grant the attorney-in-fact the powers set
2 out in that special power of attorney.

3 (c) The provisions of AS 13.26.338, 13.26.331, 13.26.347, 13.26.-
4 353(b), 13.26.353(c), and 13.26.356 apply

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

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

9 (d) The provisions of AS 13.26.338, 13.26.341, 13.26.347, 13.26.350,
10 13.26.353, and 13.26.356 apply to a durable power of attorney, whether
11 general or specific, in effect on the effective date of this Act.

12 * Sec. 3. AS 13.26.325 and 13.26.330 are repealed.