

H B

491

# HOUSE COMMITTEE REPORT

(7)

Date referred: 2/15/88

FURTHER REFERRALS: Judiciary

DATE: April 19, 1988

The Health, Education and Social Services Committee has considered HB 491

"An Act establishing a statutory form power of attorney."

**RECOMMENDS:**

- replace with CSHB 491 (HESS)  the same title
- attached amendment(s)  a new title
- do pass
- do not pass
- no recommendation
- individual recommendations
- additional referral to the \_\_\_\_\_ Committee

**ADOPTS:**  \_\_\_\_\_ letter of intent

**ATTACHES NEW FISCAL NOTE(s):**

- fiscal impact  same as previous fiscal note published \_\_\_\_\_
- zero fiscal note  same as previous zero fiscal note published \_\_\_\_\_
- zero with analysis

**SIGNING DO PASS:**

**SIGNING OTHER RECOMMENDATIONS: -**

[Signature]  
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[Signature]  
 Co-Chairman's signature  
[Signature]



ALASKA STATE LEGISLATIVE COMMITTEE

CHAIRMAN  
Miss Patricia Oakes  
Box 30009  
Central, AK 99730  
(907) 520-5227

VICE CHAIRMAN  
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SECRETARY  
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475 Panorama Drive  
Fairbanks, AK 99712  
(907) 457-4386

MAR 25 1988

3/22/88

and  
Representatives Niilo Koponen  
and Johnny Ellis, Co-Chairmen  
House HESS Committee  
PO Box V  
Juneau, AK 99811

Dear Representatives Koponen and Ellis:

AARP/Alaska State Legislative Committee is pleased to see legislation such as HB 491, "An Act establishing a statutory form power of attorney."

We feel such legislation is vital to clearly defining for Alaskans both general and durable powers of attorney. Such clarification is important not only to those who deal with complex legal issues through attorneys or who can afford to have attorneys draw up their powers of attorney, but also to those whose lower incomes cause them to rely on pre-printed forms for these matters.

Because low-income elderly persons are often unknowing victims of unclear or scattered statutes, bringing together these materials into a clear package seems especially important.

We urge your committee's support of this legislation and hope that it will include protection of "living wills" and state benefits.

Sincerely yours,

Miss Patricia Oakes, Chairman  
AARP/Alaska State Legislative Committee

Anchorage, Alaska  
March 18, 1988

MAR 24 1988

TO: REPRESENTATIVE JOHNNY ELLIS  
REPRESENTATIVE MAX GRUENBERG, Jr.

FROM: Thelma P. Langdon - 2363 Capt. Cook Drive - Anchorage 99517

RE: HB NO. 491 - "An Act establishing a statutory form power of attorney"

**I am in strong support of this bill.** As one of the organizers of the Alzheimer's Disease Family Support Group, I know what a great help it would be to the families of victims of Alzheimer's Disease and Related Disorders.

My own father has a severe and progressive dementia and my sister and I need to have the kind of authority and protection this bill addresses. In carrying out our responsibility we need to have the authority to make decisions he cannot or will not make.

Thank you for introducing this bill.

*Thelma P. Langdon*

*MSR  
consult*



# Alzheimer's Disease Family Support Group

*Funded by Older Alaskans Commission*

Anchorage and Statewide Support  
9210 Jupiter Street  
Anchorage, Alaska 99507  
346-2366

Northern Region Coordinator  
P.O. Box 80188  
Fairbanks, Alaska 99708-0188

March 16, 1988

MAR 21 1988

HESS Committee  
c/o Representative Johnny Ellis, Co-Chair  
PO Box V  
Juneau, Alaska 99811

Deb

Dear HESS Committee Members:

My purpose today is to present to you a review of, and support for, HB 491  
"An Act establishing a statutory form power of attorney"

In my experiences as Out-reach Worker, Project Director, Board Member  
and Volunteer with the Alzheimer's Disease Family Support Group of  
Alaska (ADFSG) I have encountered many individuals needing or wanting a  
Durable Power of Attorney for themselves or a loved one.

The current statute gives authority for the DPA but does not give  
guidelines for the development of such a tool. Problems that have been  
encountered are:

1. There is no uniformity in how a DPA can be drawn up.
2. There is no guideline for identifying who has power and when power  
can be assumed. Currently anyone can be appointed and anything can be  
included to determine when a person becomes incapacitated. But this  
measure has to be expressly written into the DPA. Unfortunately, this  
measure has been overlooked and persons find themselves needing further  
legal assistance and may find themselves seeking guardianship.
3. Attorneys often do not understand what can be included in a DPA and  
find themselves doing a lot of research at the expense of the client. I have  
had families tell me what they wanted drawn up and what they actually  
received were worthless. It is imperative that a person seeking the DPA

HESS Committee  
March 16, 1988

Page 2 of 2

know and research all aspects of the DPA. But once again the lay person does not usually have skills to interpret legal jargon.

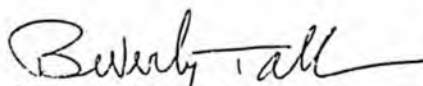
4. The present DPA can be questioned and not accepted by banks, health care agencies, social service agencies and state agencies (for instance, the Longevity Bonus Program does not accept a DPA).

After having reviewed the proposed bill, I can clearly see that the problems addressed above will be eliminated because:

1. The proposed bill will provide a statute that is, stated simply, a guided tour for those drawing up a DPA for a client, for individuals wishing to do it themselves, and for the institutions that may question the DPA. It will state specifically the powers that can be implemented under the DPA statute.

On behalf of the many families I have worked with in the past and will work with in the future, I support this bill as a positive effort in eliminating problems that have occurred with current law, and will streamline the process for families who are already overwhelmed with care issues.

Respectfully submitted:

  
Beverly Tallman  
Outreach Worker

Not  
constit

WHILE IN SESSION  
P.O. BOX V  
JUNEAU, ALASKA 99811  
(907) 465-3704

REPRESENTATIVE JOHNNY ELLIS

M E M O R A N D U M

TO: HESS Committee Members

FROM: Representative Johnny Ellis *JE*

RE: HB 491

DATE: March 17, 1988

I introduced HB 491; "An Act establishing a statutory form power of attorney" in order to address the concerns of several active Anchorage Seniors relating to Alaska's existing durable power of attorney statute, (AS 13.26.325).

The first concern is the vagueness of the existing statute and the problems this has caused drafters of durable power authorizations. Because the existing statute does not explicitly describe the powers which the principal may delegate to an agent, many institutions do not honor powers of attorney drafted under the statute.

HB 491 sets into statute the actual form an individual may use to assign specific powers to an agent in the event of disability. It sets out a list of powers which are authorized and gives the principal the option of deleting those powers he or she does not wish to delegate. Each power is described in detail in statute to avoid any question of the agent's authority.

A second major concern is the durability of the existing power of attorney in the event that the principal becomes disabled or otherwise incapacitated. Alaskan Seniors are finding that it is in their best interest and that of their loved ones to appoint a person whom they trust to make important decisions regarding their property and health care before the onset of a disabling illness or in the event of an accident.

The form created in HB 491 has a section which specifically addresses the durability of the power of attorney established by the form. An individual has the option of stating in this section that "(t)his instrument shall continue in effect during the subsequent disability of the principal.

The third and final concern addressed in this legislation has to do with the definition of "disabled" or "incapacitated." The existing statute merely allows for the inclusion of a statement to the effect that the power of attorney remains effective or becomes effective upon the disability of the principal but does not define disability. This has led to challenges of the agent's authority in some circumstances.

HB 491 adds a section to the statutes which calls for a physician or similarly qualified medical professional's affidavit stating that the principal's ability to receive and evaluate information or to communicate decisions is impaired.

In addition to these major issues, the bill also has the potential to greatly reduce the time and fees involved in drafting a durable power from scratch. With the statutory form in place, time spent in legal consultation may be substantially decreased. This will be very beneficial to those Seniors who are on a fixed income.

STATE OF ALASKA  
THE LEGISLATURE

POUCH Y. STATE CAPITOL  
JUNEAU, ALASKA 99811  
907 465-3800

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

March 10, 1988

SUBJECT: House Bill 491, sectional analysis  
TO: Representative Johnny Ellis  
FROM: Jack Chenoweth  
Legislative Counsel

This legislation adds to the body of law covering persons under disability new sections of law that authorize and direct the use of the statutory power of attorney. The material added is in addition to existing provisions (AS 13.-26.325 and 13.26.330) permitting and governing the use of the statutory power of attorney.

A person typically uses a power of attorney to designate another to serve as the person's agent or representative. The instrument may be a general power of attorney, giving full power to the designee, but is often a special power of attorney, giving the designee specifically limited authority within time and other constraints. A power of attorney is usually drawn by an attorney or legal representative, but individuals may prepare their own, with or without benefit of preprinted forms.

HB 491 is a two section bill. Based upon a model act, its purpose is to authorize and define use of a power of attorney and to set out a specific form that the maker of a power of attorney should use in order to claim the benefits of the statutory power of attorney statutes. This legislation also prescribes limits on the exercise of authority by the agent or representative within each of 15 different categories for which the statutory power of attorney may be used. Presumably the drafters of the model act believe that these categories cover the most common kinds of personal and business affairs for which a power of attorney is commonly used.

In bill section 1, subsection (a) of AS 13.26.335 (the first three pages of the bill) sets out the language of the statutory power of attorney. As the bill is drafted, the maker of the power of attorney (termed "the principal" in this

legislation) turns over to the agent designated in the power of attorney all authority except that which is specifically deleted in the manner set out at page 2 of the bill. The statutory power of attorney also makes provision for several contingencies, including appointment of more than one agent and termination in the event of the maker's disability. Subsection (b) gives direction as to how the instrument is to be interpreted and applied in the event the maker of the power of attorney elects one or more of several contingencies.

AS 13.26.340 interprets the application of the statutory power of attorney. For each of the 15 categories or subdivisions that the maker of the power of attorney may elect to confer or withhold from the agent (see page 2 of the bill), AS 13.26.340 defines what the grant of authority provided under each of those sections permits the agent to do in the principal's behalf. Presumably, if authority is not expressly provided under each subsection of AS 13.26.340, the agent may not act on behalf of the principal on the basis of the authority granted by the instrument.

AS 13.26.345 (beginning at page 32 of the bill) is inserted to affirm that a power of attorney that is not in this statutory form may be valid as a statutory power of attorney (and, therefore, subject to interpretation under AS 13.26.-340) even as modified so long as the power of attorney conforms to the requirements of the section.

AS 13.26.350(a) prescribes the continued validity of a statutory power of attorney after the maker of the power becomes disabled or an invalid so long as the statutory power of attorney contains "words . . . showing the intent of the principal that the authority conferred shall [continue to] be exercisable." AS 13.26.350(b) affirms the continuing authority of the person acting under the statutory power of attorney to act during periods of disability, incompetence, or uncertainty, and describes the relationship between that person and any conservator who may be appointed for the maker of the power of attorney.

AS 13.26.355 collects miscellaneous provisions applicable to the preceding sections: subsection (a) speaks to how disability of a principal who has given a statutory power of attorney may be established, and subsection (b) limits the liabilities of third parties who deal with an agent operating under "a properly executed" statutory power of

attorney. AS 13.26.355(c) prescribes a civil penalty for those who fail to honor the terms of a properly executed statutory power of attorney.

Bill section 2, an uncodified section, is included in the bill to provide guidance as to how this Act affects existing powers of attorney. The several subsections cover, in turn, (a) general powers of attorney, (b) special powers of attorney, and (c) so-called "durable" powers of attorney, that is, a power of attorney that continues to be valid even after the disability of the principal. A key to the understanding of bill section 2 is the last sentence, or last part of the sentence, of each: as a general rule, subject only to the exceptions noted, the language "other provisions of AS 13.26.335 - 13.26.355 apply to a . . . power of attorney" makes the general principles of the material that is set out in bill section 1 applicable to existing powers of attorney.

JBC:bb  
b3/101

STATE OF ALASKA 1988 LEGISLATIVE SESSION  
FISCAL NOTE

REQUEST:

Bill Version: HB 491  
Publish Date: 2/15/88

Revision Date:  
Title: An act establishing a  
statutory form of power of attorney  
Sponsor: Ellis & Gruenberg  
Requestor: HESS

Agency Affected: Alaska Court System  
BRU: Trial Courts  
Components:

EXPENDITURES/REVENUES:		(Thousands of Dollars)					
OPERATING	FY 88	FY 89	FY 90	FY 91	FY 92	FY 93	
Personal Services	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Travel	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Contractual	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Supplies	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Equipment	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Land & Structures	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Grants & Claims	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0	
CAPITAL	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
REVENUE	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	

FUNDING:		(Thousands of Dollars)					
General Funds	0.0	0.0	0.0	0.0	0.0	0.0	
Federal Funds	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Other	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0	

POSITIONS:							
Full-time	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Part-time	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	
Temporary	. . . .	. . . .	. . . .	. . . .	. . . .	. . . .	

ANALYSIS: (Attach a separate page if necessary)

No fiscal impact.

Prepared by: *Jan Strandberg*  
 Division: Alaska Court System Phone: 264-8228  
 Date: 03/14/88  
 Approved by: *Stephanie Cole, for*  
 Agency: Arthur H. Snowden, II, Administrative Director Date: 03/14/88  
 Alaska Court System

- Distribution (by preparer):
- Legislative Finance
  - Legislative Sponsor
  - Requestor
  - Office of Management & Budget
  - Impacted Agency(ies)
  - Senate Secretary

FISCAL NOTE

REQUEST:

Revision Date: \_\_\_\_\_  
Title: "An Act establishing a statutory form power of attorney."  
Sponsor: Representative Ellis  
Requestor: House HESS

Agency Affected: Department of Law  
BRU: Legal Services  
Components: Operations

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 88	FY 89	FY 90	FY 91	FY 92	FY 93
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND	-0-	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL						

POSITIONS:

FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

ANALYSIS : (Attach a separate page if necessary)

Please see the attached analysis.

*Richard I. Peques*

Prepared by: Richard I. Peques, Director

Phone: 465-3672

Division: Administrative Services

Date: March 14, 1988

Approved by Commissioner: Grace Berg/Schaible, Atty. Gen.

Date: March 14, 1988

Agency: Department of Law

Distribution (by preparer):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)

# CONTINUATION of FISCAL NOTE ANALYSIS

For Bill/Resolution No. HB 491

This bill amends AS 13.26 by adding new sections that set out a comprehensive statutory form power of attorney covering most situations where an individual may wish to appoint an agent or agents to personally represent an individual as an attorney-in-fact. Because the bill's provisions would govern matters between private parties they will not have a fiscal impact on the Department of Law.

## Older Alaskans Commission

Box C  
Juneau, Alaska 99811-0209  
907/465-3250

### POSITION PAPER -- HB 491 "An Act Establishing a Statutory Form Power of Attorney"

This bill deals with what is commonly known as "Durable Powers of Attorney." Such durable powers are currently authorized in AS 13.26.325. This bill strengthens the efficacy of that statute and would provide in the statute a form power of attorney which individuals may use.

A general, non-durable power of attorney is effective only so long as the person who gave the power of attorney remains mentally competent, because the law views a power of attorney as being renewed each and every moment of its existence, and it must be renewed on the basis of the giver's legal ability, including mental competency, to continue to give the power. What this means is that the power of attorney becomes ineffective just at the time when one might most need it-- because one has become incompetent and needs someone else to act in one's behalf.

A Durable Power of Attorney cures this defect, because it either becomes effective upon the giver's reaching a state of disability, or it starts before and remains effective after the disability status is reached. However, Durable Powers of Attorney drafted in accordance with current AS 13.26.325 are sometimes not honored by third parties because there has been no simple way to determine when the disability or incompetency has occurred, or because the third party felt unsure of their legal ability to rely on the power of attorney for certain high-risk actions such as health care decision-making.

HB 491 makes Alaska's current statute on powers of attorney much more beneficial for seniors and their families, friends, and caregivers who wish to plan for the senior's future.

HB 491 improves upon current law because it:

- (1) spells out in detail the specific powers which an agent may exercise under a power of attorney;
- (2) provides for a simple method to determine "disability," without requiring a judicial determination; and
- (3) provides an approved form for use, thereby saving time and expense in the drawing up of a power of attorney.

POSITION PAPER ON HB 491 -- PAGE 2  
OLDER ALASKANS COMMISSION

The Older Alaskans Commission strongly supports passage of this bill. In many instances the existence of a Durable Power of Attorney could avoid the need for family or caregivers of a person to seek a judicial guardianship, a cumbersome and possibly costly procedure.

The Commission does suggest two amendments to HB 491:

At page 2, line 17, insert:

"(M) benefits from local, state, or federal  
government

[(M)] (N) ..."

The bill would also need a detail section on the powers specific to applying for government benefits, to be inserted at page 30, just before the present line 29.

At page 2, line 24, insert a new portion of the form:

IF YOU HAVE GIVEN THE AGENT AUTHORITY REGARDING HEALTH  
CARE SERVICES, CHECK ONE OF THE FOLLOWING:

- ( ) I have executed a separate "Living Will" regarding the use of life-sustaining procedures. I hereby authorize my agent to enforce that Will in keeping with my wishes expressed in it.
- ( ) If I choose in the future to execute a "Living Will," I authorize my agent to enforce that Will.
- ( ) I do not authorize my agent to deal with any "Living Will" which I might choose to execute, now or in the future.

This second amendment would tie together a Power of Attorney with the "Living Will" authorized in AS 18.12.010. This is needed because the powers proposed in the new AS 13.26.340(1) regarding health care do not allow the agent to authorize the termination of life-sustaining procedures. If a person executes a separate Living Will, the person should be able to empower their legal agent to see that the Will is carried out. The Living Will Act does not now provide for any method to ensure that the intent of the will's maker is promptly carried out.

In summary, the Commission strongly supports this bill in its present form, but also urges the two amendments noted above.

APPROVED BY:

Dove M. Kull  
Dove M. Kull, Chair  
Legislative Committee  
Older Alaskans Commission

DATE: 3-14-88

REVIEWED BY:

John M. Andrews  
John M. Andrews, Commissioner  
Department of Administration

DATE: 3/15/88

ENCLOSURE

ATTACHMENT D  
Family Circle Article: Durable Power  
of Attorney

# FREE! THE LEGAL FORM THAT PROTECTS YOUR LOVED ONES

It's a durable general power of attorney form. And although you may never have heard of it, it's even more important than a will. Use the form on page 9 to protect your family and yourself. It may be the wisest legal step you take. BY BARBARA GILDER QUINT

Two years ago, Clare Richards's husband, Jim, was badly hurt in an automobile crash. Although Jim spent 10 days in the emergency care unit, he's fine now and has returned to work. Looking back, Clare remembers the terror, grief and worry she felt. She also recalls the problems that arose while Jim, heavily sedated, was lying in the hospital, and the family's finances were at a standstill.

"There was a deposit due at college to reserve a place for our daughter for the next term," Clare recalls. "The money was in Jim's savings account, but there was no way I could get at it. I couldn't file our tax return, even though we were counting on a fast refund to pay bills. I couldn't even cash his paycheck."

Fortunately, Jim recovered quickly and was soon able to sign the necessary papers to take care of these and other important matters.

Harriet Danvers's 74-year-old mother suffered a stroke several months ago and became unable to manage her own affairs. The social service department at the hospital suggested a nursing home, but because her mother could not sign the required papers, Harriet could not sell her mother's stocks to raise the necessary money for nursing home care. As a last resort, with the written consent of the rest of the family, Harriet went to court, had her mother declared unable to manage her own affairs and had herself appointed conservator of her mother's assets. Not only was this painful, but it also wasted money. The family lost two months' rent on the mother's apartment because they were unable to sublet sooner and spent \$5,000 on lawyers' and court fees. Moreover, there will be annual fees for accounting reports, which Harriet must file with the court.

Clare and Harriet are among hundreds of thousands of Americans who each year face the problem of handling the financial affairs of a family member who has been temporarily or permanently disabled. One out of every two Americans will undergo a lengthy period of disability during his or her lifetime: A 62-year-old is four times more likely to suffer a disability than to die. If the disability is such that the person is no longer physically or mentally able to make financial decisions, family members may be unable to act for him or her without taking costly and cumbersome legal measures.

But there is a sensible and economical alternative to the court action families are often forced to take in such circumstances. If the disabled person has, in the past, signed a simple legal document called a *du-*

*rable general power of attorney*, then there will be someone who is legally able to act at once, without any expense or delay. Lawyers suggest that this is a step many families should consider. Read the following questions and answers and then talk with your family about using a durable general power of attorney.

**What is a durable general power of attorney?** It's a legal form that authorizes someone you designate to act in your behalf. It gives this person a wide variety of powers that you spell out in advance. For example, in the sample form on pages 9 and 10, the powers include the right to draw checks on bank accounts, to have access to a safe-deposit box and to buy and sell stocks and bonds. The idea is that the person to whom you give these powers will use them in your best interest.

**To whom should you give a power of attorney?** In legal language, the person you choose to act for you when you sign a power of attorney is called the "agent" or the "attorney-

in-fact." Don't be confused by this jargon; *this person does not have to be a lawyer*, and actually, in many cases, you will want to choose someone other than an attorney, such as your spouse, a grown child, a close relative or good friend. You should choose someone in whom you have full confidence, because that person could be stepping into your shoes someday to make decisions about you and your property.

**Can anyone sign a power of attorney?** A person can sign a power of attorney only if he is "competent" or, as some state laws phrase it, as long as he is not "under a disability." Being "under a disability" is usually defined as being unable to manage one's property effectively for reasons

(Please turn to page 42)

Barbara Gilder Quint is a contributing editor to FAMILY CIRCLE. Her last article was "Last-Chance Tax Deductions. Use

For instructions on how to use the durable general power of attorney form, see page 43.

# Feminine itching

## simple to relieve

...as easy as a headache

This instantly-soothing medication relieves external feminine itching as easily as aspirin relieves a headache.

That's good news because minor feminine itching is about as common as a headache—caused by everyday things like jogging, pantyhose, even normal perspiration.

VAGISIL® Feminine Itching Creme has been formulated with medication recognized effective by expert gynecologists. In fact, it's been used by over 4 million women who need fast relief from itching and irritation.



Of course, should irritation persist, see your doctor. But if you're like millions of other women, VAGISIL® will relieve the problem. As simply as aspirin relieves a headache.

# Feminine moisture

## end it now and stay fresher all day

Now stay drier, feel fresher all day with VAGISIL™, the first Feminine Powder with a totally unique formula to solve wetness problems. Its special moisture absorber is 25 times more effective than talc—with a natural skin-protecting emollient. Created with a leading gynecologist—100% talc-free, so safe, even its light, clean scent is hypoallergenic.



# Vagisil

FEMININE POWDER & ITCHING MEDICATION

## ON THE COUCH (From page 40)

then write it in the space below the dream word.

(Enid's paper looked like this: *Husband (partner), dinner (feeds), fighting (opposed), Dinah Shore (perfect woman), Burt Reynolds (perfect man), watch (time), working (good), garden (grow), see (realize), flower (growth), step (go), hole (nothingness)*)

**DR. K.:** O.K. Now tell me a story, linking the new words.

**ENID:** My partner feeds (takes care of) me, but he is opposed to my becoming the perfect woman and is trying to stop us from being the perfect couple. He wants more time. But good comes from growing and realizing my growth (my potential)... But what about the fact that I end up in a hole? I don't like that.

**DR. K.:** Parts of dreams, like the hole, tell you what your fears are, not what's really going to happen. Many women are afraid of becoming more independent because to them, losing dependence on a man means losing the man. What they don't realize is that most men today appreciate independent women.

**ENID:** Having a paid job is a little threatening to me. My daughter told me the other day that she didn't want a man to buy her a car when she grows up; she wants to pay for it herself. I didn't think I felt that way, but my dreams say I do.

**DR. K.:** I think you do. But remember, you don't have to be perfect at everything, as you think Dinah Shore is, and you can involve your husband in helping you work out your new schedule so you still have the time together that you want.

**ENID:** But how do I know that my interpretation of the dream is right?

**DR. K.:** Trust your own "reading." If it comes to you instinctively, it's "right." Just for fun you might ask your friends to do these exercises with your dream. In psychology classes where dreams are discussed, about 70% of the students come up with identical "free association" words, and an even higher percentage agree on the overall meaning of a given dream. To gain even more control over your dreams, try changing them so they work out better. The Senoi Indians are famous for doing that, and

university research proves that it works. When you wake, stay in the dreamy state and "rewrite" the ending to make it more positive. How would you rewrite your dream?

**ENID:** I'd climb out of the hole and then I'd plant seeds to make more beautiful flowers.

**DR. K.:** Good. You can also use a technique called "dream incubation." Before going to sleep, think about what you *want* to dream about, then quietly say: "Help me understand..." When you wake, write down your dream and translate it. You'll gain new insights that can help you with your personal growth.

### BOOKS FOR FURTHER READING

• *Dream Workbook*, by Jill Morris (Little, Brown, 1985). • *Living Your Dreams*, by Gayle Delaney (Harper & Row, 1981).

To be considered for a therapy session, write to: Dr. J.K., P.O. Box 1379, Grand Central Station, New York, NY 10163. Describe your problem; include address and phone number.

## THE LEGAL FORM THAT PROTECTS (From page 6)

such as mental or physical illness or advanced age. In practical terms, this means that in order for a power of attorney to be legal, it must be signed while a person is still considered competent. Thus, once Harriet Danvers's mother was mentally disabled by a stroke, legally she could no longer sign a paper giving Harriet a power of attorney to act for her.

**This power of attorney sounds as if it gives someone else considerable power over your affairs. Is it safe?** Most people who sign powers of attorney do so to make sure that there will be someone around to act for them in case they are physically or mentally disabled. However, you may worry that the person to whom you give such a power could take actions while you are still competent to run your own affairs. One way of protecting yourself is to keep control over the signed legal form as long as you can manage your finances. You might consider giving the signed form to a third party, such as your lawyer or a close friend, with instructions that it should not be turned over to the attorney-in-fact unless the need arises.

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If I sign a durable general power of attorney, how long does it stay in force? With many durable general powers of attorney (including the form printed on pages 9 and 10), the right to exercise the power begins as soon as you sign. It continues in effect until you either revoke it or notify third parties (such as a bank) that you have terminated it. Such a durable general power of attorney includes a special clause saying that it remains in force even if you become disabled or incompetent. This is especially important because the ordinary power of attorney form does not have this special clause. If you become disabled, the ordinary power of attorney you signed automatically terminates, even though this is precisely when and why you might need it most. □

#### For More Information

If you're interested in do-it-yourself law and in cutting legal fees, consult the following books:

- *How to Avoid Lawyers: A Step-by-Step Guide to Being Your Own Lawyer in Almost Every Situation*, by Don Biggs (Garland Publishing, Inc.).
- *How to Avoid Probate: Updated!*, by Norman F. Dacey (Crown).

## HOW TO USE THE DURABLE GENERAL POWER OF ATTORNEY FORM

1. Read the form carefully. If there are parts you don't understand fully or with which you do not feel comfortable, consult your lawyer before proceeding. The form covers those transactions in which it would be most useful. It does not cover real estate matters because recording requirements for real estate documents vary greatly from state to state.

2. Each state establishes its own rules governing the use of a durable power of attorney. The form reproduced here is not suitable for use in North Carolina, Oklahoma, South Carolina, Wyoming, Florida or Missouri. (If you live in any one of these states, you can consult with your lawyer; pre-printed forms similar to the one here are available in stationery stores in your state for about \$1.)

California requires that the attorney-in-fact named in the power of attorney be a resident of the state. Because laws change, it is always good procedure to check with your lawyer on the use and execution of any legal form.

3. In the past, some banks and insurance companies have traditionally been unwilling to accept or act on

any preprinted power of attorney form, recognizing only forms that they have prepared themselves. In an attempt to deal with this problem, we have included in the form reproduced on pages 9 and 10, in capital letters, special language that will protect such third parties and thus encourage them to accept this particular form; however, there can be no assurance that they will do so. You might prefer to contact your bank and discuss its own forms.

4. After reading the form, fill in the name and address of the person giving the power—the principal—on the first and second lines. (Use a pen, not a pencil.) On the next set of lines, fill in the name(s) and address(es) of those to whom the power of attorney is given—the agent(s) or attorney(s)—in-fact. The person giving the power must then sign the form and the person accepting the power must sign his or her name.

The last signature on the form is that of the notary public, indicating that he or she witnessed the signing of the form. In Connecticut, as indicated on the form, two witnesses in addition to the notary public must sign, although the witnesses' signatures need not be notarized. (A notary is authorized by the state or Federal government to administer oaths and attest to the authenticity of signatures.) ■

FAMILY CIRCLE 6/1/87 43



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If you're allergy sensitive, your world is uncomfortable... irritating... ever-threatening. For relief, ask your doctor or pharmacist about the histamine blocker, Benadryl® — the most prescribed allergy medication ever — available without prescription in full 25 mg. strength. Use Benadryl or Benadryl Decongestant as directed for upper respiratory allergy and cold symptoms. At last, *good* news for allergy sensitive people.



Prescription Strength Allergy Relief from PARKE-DAVIS (P)

# DURABLE GENERAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Know all Men by These Presents, which are intended to constitute a DURABLE GENERAL POWER OF ATTORNEY

That I \_\_\_\_\_  
*(Insert name of principal)*

\_\_\_\_\_  
*(Insert address of principal)*

do hereby appoint \_\_\_\_\_  
*(Insert name of agent)*

\_\_\_\_\_  
*(Insert address of agent)*

and

\_\_\_\_\_  
*(Insert name of agent if more than one agent is designated)*

\_\_\_\_\_  
*(Insert address of agent if more than one agent is designated)*

My Attorney(s)-in-Fact TO ACT (jointly), as my true and lawful Attorney(s)-in-Fact, for me and in my name, place and stead:

(A) Power with Respect to Bank Accounts. To establish accounts of all kinds for me with financial institutions of any kind; to modify, terminate, make deposits to and write checks on and endorse checks for or make withdrawals from all accounts in my name or with respect to which I am an authorized signatory; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any financial institution.

(B) Power with Respect to Safe-Deposit Boxes. To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

(C) Power to Sell and Buy. To sell and buy personal, intangible or mixed property, upon such terms and conditions as may seem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; and to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.

(D) Power to Exercise Rights in Securities. To exercise all rights with respect to securities that I now own, or may hereafter acquire; and to establish, utilize and terminate brokerage accounts.

(E) Power to Borrow Money (including any Insurance Policy Loans). To borrow money for \_\_\_\_\_ account upon such terms and conditions as may seem appropriate and to secure such borrowing by the granting of security interests in any property or interest in property which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds therefrom.

CLIP OUT AND SAVE

(F) Power with Respect to Taxes. To prepare, sign and file Federal, state and/or local income, gift, property or other tax returns, claims, etc.

(G) Power to Demand and Receive. To demand, arbitrate, settle, sue for, collect, receive, deposit, expand for my benefit, reinvest or make such other appropriate dispositions of, as my Agent deems appropriate, all cash rights to payments of cash, property (personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee"); to utilize all lawful means and methods for such purposes.

I further give and grant to my said Attorney(s)-in-Fact full power and authority to do and perform every act necessary to be done in the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said Attorney(s)-in-Fact shall lawfully do, or cause to be done by virtue hereof.

This instrument may not be changed orally.

This power of attorney is durable and shall not be affected by the subsequent disability or incompetence of the principal.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

In witness whereof, I have hereunto signed my name this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Signature of Principal)  
Specimen Signature of Attorney(s)-in-Fact

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

[In Connecticut power of attorney must be signed by two witnesses.]

\*\*\*\*\*  
**CERTIFICATE OF NOTARY**

STATE OF            )  
                          )    ss.:  
COUNTY OF        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ whose identity is well known to me and known to me to be the individual described in and who executed the foregoing instrument, and (he) (she) acknowledged to me that (he) (she) executed the same.

\_\_\_\_\_  
Notary Public

STATE OF ALASKA  
THE LEGISLATURE

POUCH Y - STATE CAPITOL  
DUNELAU ALASKA 99811  
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LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

March 11, 1988

SUBJECT: House Bill 491, technical amendments  
TO: Representative Johnny Ellis  
FROM: Jack Chenoweth  
Legislative Counsel

As the Health, Education and Social Services Committee considers and reports the bill, please consider incorporating the following technical amendments:

Page 20, line 2: Following "statutory", insert "form"  
Page 32, line 13: Following "STATUTORY", insert "FORM"  
Page 32, line 15: Following "statutory", insert "form"  
Page 32, line 19: Following "statutory", insert "form"  
Page 32, line 26: Following "statutory", insert "form"  
Page 32, line 27: Following "STATUTORY", insert "FORM"  
Page 33, line 22, Following "STATUTORY", insert "FORM"  
Page 34, line 11, Following "statutory", insert "form"

Though this change may also appear to be warranted in page 1, lines 13 and 14, I would rather omit the change there; in those two lines the phrase "statutory power of attorney set out in substantially the following form" accurately describes the nature of the document that follows.

Thank you.

JBC:gc  
WKG2:49

## NEW YORK COMMENTS

Henry A. Lowet  
Kramer, Levin, Nessen, Kamin & Frankel  
919 Third Avenue  
New York, NY 10022

The special impetus for enacting the legislation which authorized use of the Durable Power of Attorney in New York may have been the Internal Revenue Service. The IRS had been questioning whether "flower bonds" actually were owned by a decedent at the time of death where such bonds were purchased shortly before death by an attorney-in-fact and the competence of the principal was uncertain at the time of purchase. It also was contemplated that enactment would improve, simplify and reduce the cost of planning for persons advanced in age, and of managing their affairs in the event of their later disability or incompetence. The legislation was enacted as Section 5-1601 of the New York General Obligations Law (McKinney 1978) and became effective immediately on June 10, 1975, pursuant to L. 1975, c. 195, § 1.

The legislation was derived from Section 5-501 of the Uniform Probate Code (1969) ("UPC") and requires the express inclusion in the power of the words "this power of attorney shall not be affected by the subsequent disability or incompetence of the principal," or words of similar import.

The New York statute omits the UPC language declaring that a power may be framed to become effective on the future disability of the principal, the so-called "springing power." The statute is silent on the possible effectiveness of a "springing power," should the language of such a power be added to the usual form of durable power. Although not formally a part of the "legislative history," it is well known that the draftsmen of the New York legislation considered a provision authorizing the use of a "springing power," but decided not to offer such a bill because of concern regarding appropriate evidence of disability or incompetence, short of an adjudication of incompetency. This would tend to lead to the conclusion that the modification of a standard durable power form to make it a "springing power" would not be enforceable in New York.

The New York statute also omits the UPC language authorizing the exercise of a Durable Power of Attorney when the attorney-in-fact is either uncertain or does not know whether the principal is dead or alive. A bill to gain this result, S. 4962, was introduced in the state senate in early 1975 but was not enacted. Hence, it is doubtful that acts by an attorney-in-fact are valid after the principal's death, even if the attorney-in-fact had no knowledge of such death, or, indeed, that the power may be exercised if the attorney-in-fact is uncertain whether the principal is dead or alive. It is unclear, if the attorney-in-fact did not know of the principal's death, whether such invalidity may be raised by the attorney or third party who dealt with the attorney-in-fact. The attorney-in-fact nonetheless would bear the risk of liability for loss to the estate due to the attorney-in-fact's actions whether or not the attorney-in-fact knew of the principal's death.

The statutory framework in New York is unusual in that even prior to the enactment of the durable power legislation in 1975, there has existed since 1948 a statutory short form of general power of attorney, derived from the New York General Business Law, L. 1948, c. 422. General Obligations Law § 5-1501 (McKinney 1978 and Supp. 1983). This permits a principal to adopt by reference detailed statutory powers relating to the principal's property (any of which may be omitted by the principal drawing a line through the text of that subdivision and writing in his or her initials in the box opposite).

Attorneys in New York generally use a printed form of durable power which satisfies the requirements of the statute. Nonetheless, the statute expressly permits any "additional provision [to be added] which is not inconsistent with the other provisions of the statutory short form power of attorney." General Obligations Law § 5-1503(3) (McKinney 1978). As a matter of practice, this has encouraged practitioners to add provisions to the usual printed form of power, such as the power to represent the principal in all tax matters (typically using language from the Internal Revenue Service's own form of power of attorney, Form 2848); the power to make charitable donations which the principal had been in the habit of making or which the attorney-in-fact thinks the principal would make if able; and the power to make gifts to the principal's descendants and spouses (including the attorney-in-fact, if a descendant or spouse), but usually not to exceed the largest amount which then qualifies for the annual per donee exclusion allowed for federal gift tax purposes. These additional powers each relate to property rights and appear to be consistent with General Obligations Law § 5-1502(1) (McKinney 1978), which power deals with personal relationships and affairs, and other provisions of the statutory short form power.

New York practice, in the absence of decisional law, seems to indicate, however, that subjects relating to "substitution of judgment," including personal care or health care decisions, are not consistent with the other provisions of the statutory short form power. No case or rule has been found which would authorize the addition of a provision permitting the attorney-in-fact to create a trust for the principal's benefit, to make an election against the will of the principal's deceased spouse, to disclaim an interest in an estate, or to "pull the plug" should the principal be in a vegetative coma or similar state short of literal or absolute death, with no substantial prospect of recovery. Such provisions seemingly would have to await legislative action.

There is no general procedure or requirement for filing a power of attorney. If, however, a power of attorney relates to an interest in a decedent's estate, such as an authorization from an individual residing abroad who seeks to appoint an agent in New York to qualify as the administrator of an estate or to receive the principal's share in an estate, New York Estates, Powers and Trusts Law § 13-2.3 (McKinney 1967 and Supp. 1983) ("EPTL") raises such a requirement. In addition to requiring such power to be in writing and acknowledged in the manner prescribed by the laws of New York for the recording of a conveyance of real property, the statute provides for recording in the office of the surrogate granting letters on such decedent's estate, or, if no such letters have been granted, in the office of the surrogate having jurisdiction to grant them. Such recording confers on the surrogate jurisdiction over the grantor of such power, the attorney-in-fact therein named and any other person acting thereunder. EPTL § 13-2.3(a).

A durable power must be created by a written and acknowledged instrument and may be made by anyone competent to make a contract. There is no limit on those to whom powers may be given. There is no statute or rule which restricts the creation of such a power to, or the conferring of a power upon, residents of New York. If a non-resident executes the usual printed form of statutory power, he or she presumably would be making a "choice of law" decision, since the statutory form expressly must invoke the provisions of the governing New York law relating to such powers. There is no known decision in New York dealing with the validity of a durable power executed by a resident or non-resident of New York in another jurisdiction and then used in New York.

There is no requirement for court approval of a power, nor is there any statute which establishes a specific procedure for enforcing or testing the validity of a power.

While Section 2 of the durable power statute provides that the attorney-in-fact can be made to account to a committee or conservator if one is appointed rather than to the principal, the statute is silent as to accountings when the donor of the power is disabled or incompetent and no committee or conservator has been appointed. Adequate protection for a disabled or incompetent principal does exist under New York law, however, since an attorney-in-fact owes a fiduciary duty to the principal and can be compelled to account to the principal or to the court, on its own initiative, or on the petition of a person interested. It is the same fiduciary duty owed by a trustee under an express deed of trust. *Estate of Raphael Hudis* (NYLJ 2/3/77, p. 25, col. 2; *motion to reargue denied*, NYLJ 4/6/77, p. 15, col. 4).

There is nothing in the statute which expressly authorizes the inclusion in a power of the authority on the part of the attorney-in-fact to nominate the committee or conservator of the principal.

The statutory form of power expressly gives full and unqualified authority to the attorney-in-fact to delegate any or all of his powers to any person or persons whom the attorney-in-fact shall select.

There is scant authority regarding the compensation of an attorney-in-fact. With respect to a power in relation to an interest in a decedent's estate, one court has held that compensation only can be awarded to an attorney-in-fact for services rendered under a valid power of attorney. *In re Braunstein's Estate*, 202 Misc. 244, 144 N.Y.S. 2d 280 (Sur. Ct., N.Y. Cty. 1952). There is also statutory authorization in such a context for the surrogate in any appropriate proceeding to "fix and determine the validity and reasonableness" of the attorney-in-fact's compensation and expenses, "whether or not the same have been previously fixed by agreement . . ." EPTL § 13-2.3(b)(3). This would seem to recognize the right of an attorney-in-fact to receive compensation using the rule of reasonableness which is the standard for the compensation of any agent. Attorneys in this jurisdiction have discussed the possibility of including a "fee clause" in a durable power, under which they are to act as attorneys-in-fact, but such provisions apparently have not come into use.

**Sec. 5-1501. Statutory short form of general power of attorney; formal requirements; joint agents.**

1. The use of the following form in the creation of a power of attorney is lawful, and, when used, it shall be construed in accordance with the provisions of this title:

"Notice: The powers granted by this document are broad and sweeping. They are defined in New York General Obligations Law, Article 5, Title 15, sections 5-1502A through 5-1503, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned."

Know All Men by These Presents, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

That I ..... do hereby  
(insert name and address of the principal)

appoint .....  
(insert name and address of the agent, or each agent, if more than one is designated)

my attorney(s)-in-fact TO ACT .....

(a) If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "severally." Failure to make any insertion or the insertion of the word "jointly" will require the agents to act jointly.

In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

DRAFTING THE DURABLE POWER — NEW YORK

[Strike out and initial in the opposite box any one or more of the subdivisions as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subdivisions (A) to (L), inclusive, shall automatically constitute an elimination also of subdivision (M).]

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his initials in the box opposite.

- (A) real estate transactions;
(B) chattel and goods transactions;
(C) bond, share and commodity transactions;
(D) banking transactions;
(E) business operating transactions;
(F) insurance transactions;
(G) estate transactions;
(H) claims and litigation;
(I) personal relationships and affairs;
(J) benefits from military service;
(K) records, reports and statements;
(L) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact should select;
(M) all other matters;

.....
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.....

[Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.]

In Witness Whereof I have hereunto signed my name and affixed my seal this ..... day of ....., 19...

..... (Seal)
(Signature of Principal)

[ACKNOWLEDGEMENT]

The execution of this statutory short form power of attorney shall be duly acknowledged by the principal in the manner prescribed for the acknowledgement of a conveyance of real property.

No provision of this article shall be construed to bar the use of any other or different form of power of attorney desired by the parties concerned.

Every statutory short form power of attorney, to be valid, must contain, in bold face type or a reasonable equivalent thereof the "Notice" which is printed in bold face type at the beginning of this section.

2. A power of attorney is a "statutory short form power of attorney," as this phrase is used in the following sections of this title, when, but only when, it is in writing and has been duly acknowledged by the principal and it contains the exact wording of clause First set forth in subdivision one of this section, except that any one or more of subdivisions (A) to (M) may be stricken out and initialed by the principal, in which case the subdivisions so stricken out and initialed and also subdivision (M) shall be deemed eliminated. A "statutory short form power of attorney" may contain modifications or additions of the types described in section 5-1503 of this chapter.

3. If more than one agent is designated by the principal, such agents, in the exercise of the powers conferred, must act jointly unless the principal specifically provides in such statutory short form power of attorney that they are to act severally.

4. Notwithstanding subdivisions one and two of this section, a power of attorney executed either before or after September twenty-seventh, nineteen hundred sixty-four is a "statutory short form power of attorney" as this phrase is used in the following sections of this title when it uses the words "New York General Business Law, Article 13, sections 222-234" and the words "Article 13 of the New York General Business Law" in lieu of the words "New York General Obligations Law, Article 5, Title 15, sections 5-1502A through 5-1503" and "Article 5, Title 15 of the New York General Obligations Law" and in other respects complies with subdivision two of this section.

[L.1963, c. 576, § 1; amended L.1967, c. 197, § 1; L. 1980, c. 140, §§ 1, 2; L. 1981, c. 458, § 1.]

Sec. 5-1502A. Construction — real estate transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "real estate transactions," must be construed to mean that the principal authorizes the agent:

1. To accept as a gift, or as security for a loan, to reject, to demand, to buy, to lease, to receive, or otherwise to acquire either ownership or possession of any estate or interest in land;

2. To sell, to exchange, to convey either with or without covenants, to quit-claim, to release, to surrender, to mortgage, to incumber, to partition or to consent to the partitioning, to revoke, create or modify a trust, to grant options concerning, to lease or to sublet, or otherwise to dispose of, any estate or interest in land;

3. To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, incumbrance, lien or other claim to land which exists, or is claimed to exist, in favor of the principal;

4. To do any act of management or of conservation with respect to any estate or interest in land owned, or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect such estate or interest by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to purchase supplies, to hire assistance or labor and to make repairs or alterations in the structures or lands;

5. To utilize in any way, to develop, to modify, to alter, to replace, to remove, to erect or to install structures or other improvements upon any land in which the principal has, or claims to have, any estate or interest;

6. To demand, to receive, to obtain by action, proceeding or otherwise, any money, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of an interest in land or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

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

8. To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

9. To execute, to acknowledge, to seal and to deliver any deed, revocation, declaration or modification of trust, mortgage, lease, notice, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

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

11. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

12. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any estate or interest in land.

All powers described in this section 5-1502A of the general obligations law shall be exercisable equally with respect to any estate or interest in land owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the state of New York or elsewhere.

Sec. 5-1502B. Construction — chattel and goods transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "chattel and goods transactions," must be construed to mean that the principal authorizes the agent:

1. To accept as a gift, or as security for a loan, to reject, to demand, to buy, to receive, or otherwise to acquire either ownership or possession of, any chattel or goods or any interest in any chattel or goods;

2. To sell, to exchange, to convey either with or without covenants, to release, to surrender, to mortgage, to incur, to pledge, to hypothecate, to pawn, to revoke, create or modify a trust, to grant options concerning, to lease or to sublet to others, or otherwise to dispose of any chattel or goods or any interest in any chattel or goods;

3. To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any mortgage, incumbrance, lien or other claim, which exists, or is claimed to exist, in favor of the principal, with respect to any chattel or goods or any interest in any chattel or goods;

4. To do any act of management or of conservation, with respect to any chattel or goods or to any interest in any chattel or goods owned, or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability or loss, to obtain or to regain possession, or to protect such chattel or goods or interest in any chattel or goods, by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to move from place to place, to store for hire or on a gratuitous bailment, to use, to alter, and to make repairs or alterations of any such chattel or goods, or interest in any chattel or goods;

5. To demand, to receive, to obtain by action, proceeding or otherwise, any money or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of a chattel or goods or of any interest in any chattel or goods, or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

6. To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

7. To execute, to acknowledge, to seal and to deliver any conveyance, revocation, declaration or modification of trust, mortgage, lease, notice, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

8. To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any chattel or goods transaction or to intervene in any action or proceeding relating thereto;

9. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

10. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any chattel or goods or interest in any chattel or goods.

All powers described in this section 5-1502B of the general obligations law shall be exercisable equally with respect to any chattel or goods or interest in any chattel or goods owned by the principal at the giving of the power of attorney or thereafter acquired, and whether located in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

Sec. 5-1502C. Construction — bond, share and commodity transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "bond, share and commodity transactions," must be construed to mean that the principal authorizes the agent:

1. To accept as a gift, or as security for a loan, to reject, to demand, to buy, to receive, or otherwise to acquire either ownership or possession of, any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto, together with the interest, dividends, proceeds or other distributions connected therewith;

2. To sell (including short sales), to exchange, to transfer either with or without a guaranty, to release, to surrender, to hypothecate, to pledge, to revoke, create or modify a trust, to grant options concerning, to loan, to trade in, or otherwise to dispose of any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto;

3. To release in whole or in part, to assign the whole or a part of, to satisfy in whole or in part, and to enforce by action, proceeding or otherwise, any pledge, incumbrance, lien or other claim as to any bond, share, instrument of similar character, commodity interest or any interest with respect thereto, when such pledge, incumbrance, lien or other claim is owned, or claimed to be owned, by the principal;

4. To do any act of management or of conservation with respect to any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto, 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 any casualty, liability or loss, to obtain or to regain possession or to protect the principal's interest therein by action, proceeding or otherwise, to pay, to compromise or to contest taxes or assessments, to apply for refunds in connection therewith, to consent to and to participate in any 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 any corporation or other association, or in the priorities, voting rights or other special rights with respect thereto, to become a depositor with any protective, reorganization or similar committee of the bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, belonging to the principal, to make any payments reasonably incident to the foregoing, to exercise or to sell any option, conversion or similar right, to vote in person or by the granting of a proxy (with or without the power of substitution), either discretionary, general or otherwise, for the accomplishment of any of the purposes enumerated in this section;

5. To carry in the name of a nominee selected by the agent any evidence of the ownership of any bond, share, other instrument of similar character, commodity interest or instrument with respect thereto, belonging to the principal;

6. To employ, in any way believed to be desirable by the agent, any bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, in which the principal has or claims to have any interest, for the protection or continued operation of any speculative or margin transaction personally begun or personally guaranteed, in whole or in part, by the principal;

7. To demand, to receive, to obtain by action, proceeding or otherwise, any money, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character, commodity interest or any instrument with respect thereto, or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

8. To agree and to contract, in any manner, and with any broker or other person, and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement made by or on behalf of the principal;

9. To execute, to acknowledge, to seal and to deliver any consent, agreement, authorization, assignment, revocation, declaration or modification of trust, notice, waiver of notice, check, or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

10. To execute, to acknowledge and to file any report or certificate required by law or governmental regulation;

11. To prosecute, to defend, to submit to arbitration, to settle and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any bond, share or commodity transaction or to intervene in any action or proceeding relating thereto;

12. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

13. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to any interest in any bond, share or other instrument of similar character, commodity, or instrument with respect to a commodity.

All powers described in this section 5-1502C of the general obligations law shall be exercisable equally with respect to any interest in any bond, share or other instrument of similar character, commodity, or instrument with respect to a commodity owned by the principal at the giving of the power of attorney or thereafter acquired, whether located in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

Sec. 5-1502D. Construction — banking transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "banking transactions," must be construed to mean that the principal authorizes the agent:

1. To continue, to modify and to terminate any deposit account, or other banking arrangement made by or on behalf of the principal prior to the creation of the agency;
2. To open either in the name of the agent alone, or in the name of the principal alone, or in both their names jointly or otherwise, a deposit account of any type with any banker or in any banking institution selected by the agent, to hire such safe deposit box or vault space and to make such other contracts for the procuring of other services made available by any such banker or banking institution as the agent shall think to be desirable;
3. To make, to sign and to deliver checks or drafts for any purpose, to withdraw by check, order or otherwise any funds or property of the principal deposited with, or left in the custody of, any banker or banking institution, wherever located, either before or after the creation of the agency;
4. To prepare from time to time financial statements concerning the assets and liabilities or income and expenses of the principal, and to deliver statements so prepared to any banker, banking institution or other person, whom the agent believes to be reasonably entitled thereto;
5. To receive statements, vouchers, notices or other documents from any banker or banking institution and to act with respect thereto;
6. To have free access at any time or times to any safe deposit box or vault to which the principal might have access, if personally present;
7. To borrow money by bank overdraft, or by promissory note of the principal given for such period and at such interest rate as the agent shall select, to give such security out of the assets of the principal as the agent shall think to be desirable or necessary for any such borrowing, to pay, to renew or to extend the time of payment of any note so given or given by or on behalf of the principal, and to procure for the principal a loan from any banker or banking institution by any other procedure made available by such banker or institution;
8. To make, to assign, to indorse, to discount, to guarantee, and to negotiate, for any and all purposes, all promissory notes, bills of exchange, checks, drafts or other negotiable or nonnegotiable paper of the principal, or payable to the principal or to his order, to receive the cash or other proceeds of any such transactions, to accept any bill of exchange or draft drawn by any person upon the principal, and to pay it when due;
9. To receive for the principal and to deal in and to deal with any trust receipt, warehouse receipt or other negotiable or nonnegotiable instrument, in which the principal has or claims to have an interest;
10. To apply for and to receive letters of credit or travelers checks from any banker or banking institution selected by the agent, giving such indemnity or other agreements in connection therewith as the agent shall think to be desirable or necessary;
11. To consent to an extension in the time of payment with respect to any commercial paper or any banking transaction in which the principal has an interest or by which the principal is, or might be, affected in any way;
12. To pay, to compromise or to contest taxes or assessments and to apply for refunds in connection therewith;
13. To demand, to receive, to obtain by action, proceeding, or otherwise any money or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any banking transaction conducted by the principal himself, or by the agent in the execution of any of the powers described in this section, or partly by the principal and partly by the agent so acting, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred upon him by the statutory short form power of attorney;

14. To execute, to acknowledge, to seal and to deliver any instrument of any kind, in the name of the principal or otherwise, which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

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

16. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

17. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any banking transaction which does or might in any way affect the financial or other interests of the principal.

All powers described in this section 5-1502D of the general obligations law shall be exercisable equally with respect to any banking transaction engaged in by the principal at the giving of the power of attorney or thereafter engaged in, and whether conducted in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

#### Sec. 5-1502E. Construction — business operating transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "business operating transactions," must be construed to mean that the principal authorizes the agent:

1. To the extent that an agent is permitted by law thus to act for a principal, to discharge and to perform any duty or liability and also to exercise any right, power, privilege or option which the principal has, or claims to have, under any contract of partnership whether the principal is a general or special partner thereunder, to enforce the terms of any such partnership agreement for the protection of the principal, by action, proceeding or otherwise, as the agent shall think to be desirable or necessary, and to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which the principal is a party because of his membership in said partnership;

2. To exercise in person or by proxy or to enforce by action, proceeding or otherwise, any right, power, privilege or option which the principal has as the holder of any bond, share, or other instrument of similar character and to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which the principal is a party because of any such bond, share, or other instrument of similar character;

3. With respect to any business enterprise which is owned solely by the principal

a. to continue, to modify, to renegotiate, to extend and to terminate any contractual arrangements made with any person, firm, association or corporation whatsoever by or on behalf of the principal with respect thereto prior to the creation of the agency;

b. to determine the policy of such enterprise as to the location of the site or sites to be utilized for its operation, as to the nature and extent of the business to be undertaken by it, as to methods of manufacturing, selling, merchandising, financing, accounting and advertising to be employed in its operation, as to the amount and types of insurance to be carried, as to the mode of securing, compensating and dealing with accountants, attorneys, servants and other agents and employees required for its operation, to agree and to contract, in any manner, and with any person and on any terms, which the agent thinks to be desirable or necessary for effectuating any or all of such decisions of the agent as to policy, and to perform, to rescind, to reform, to release or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

c. to change the name or form of organization under which such business is operated and to enter into such partnership agreement with other persons or to organize such corporation to take over the operation of such business, or any part thereof, as the agent shall think to be desirable or necessary;

d. to demand and to receive all moneys which are, or may become, due to the principal, or which may be claimed by the principal or on his behalf, in the operation of such enterprise, and to control and to disburse such funds in the operation of such enterprise in any way which the agent shall think to be desirable or necessary, to engage in any banking transactions which the agent shall think to be desirable or necessary for effectuating the execution of any of the powers of the agent described in this subdivision;

4. To prepare, to sign, to file and to deliver all reports, compilations of information, returns or other papers with respect to any business operating transaction of the principal, which are required by any governmental agency, department or instrumentality or which the agent shall think to be desirable or necessary for any purpose, and to make any payments with respect thereto;

5. To pay, to compromise or to contest taxes or assessments and to do any act or acts which the agent shall think to be desirable or necessary to protect the principal from illegal or unnecessary taxation, fines, penalties or assessments in connection with his business operations, including power to attempt to recover, in any manner permitted by law, sums paid before or after the creation of the agency as taxes, fines, penalties or assessments;

6. To demand, to receive, to obtain by action, proceeding or otherwise, any money, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any business operation of such principal, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred upon him by the statutory short form power of attorney;

7. To execute, to acknowledge, to seal and to deliver any deed, assignment, mortgage, lease, notice, consent, agreement, authorization, check or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

8. To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any business operating transaction or to intervene in any action or proceeding relating thereto;

9. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

10. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any business operated by the principal, which the agent shall think to be desirable or necessary for the furtherance or protection of the interests of the principal.

All powers described in this section 5-1502E of the general obligations law shall be exercisable equally with respect to any business in which the principal is interested at the creation of the agency or in which the principal shall thereafter become interested, and whether operated in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

#### Sec. 5-1502F. Construction — insurance transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "insurance transactions," must be construed to mean that the principal authorizes the agent:

1. To continue, to pay the premium or assessment on, to modify, to rescind, to release or to terminate any contract of life, accident, health, disability or liability insurance or any combination of such insurance procured by or on behalf of the principal prior to the creation of the agency which insures either the principal or any other person, without regard to whether the principal is or is not a beneficiary thereunder;

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

3. To apply for and to receive any available loan on the security of the contract of insurance, whether for the payment of a premium or for the procuring of cash, to surrender and thereupon to receive the cash surrender value, to exercise any election as to beneficiary or mode of payment, to change the manner of paying premiums, to change or to convert the type of insurance contract, with respect to any contract of life, accident, health, disability or liability insurance as to which the principal has, or claims to have, any one or more of the powers described in this section and to change the beneficiary of any such contract of insurance, provided, however, that the agent himself cannot be such new beneficiary unless the agent is spouse, child, grandchild, parent, brother or sister of the principal;

4. To demand, to receive, to obtain by action, proceeding or otherwise, any money, dividend, or other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any contract of insurance or of one or more of the transactions enumerated in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

5. To apply for and to procure any available governmental aid in the guaranteeing or paying of premiums of any contract of insurance on the life of the principal;

6. To sell, to assign, to hypothecate, to borrow upon, or to pledge the interest of the principal in any contract of insurance;

7. To pay, from such proceeds or otherwise, to compromise or to contest, and to apply for refunds in connection with, any tax or assessment levied by a taxing authority with respect to any contract of insurance or the proceeds thereof or liability accruing by reason of such tax or assessment;

8. To agree and to contract, in any manner, and with any person and on any terms, which the agent may select for the accomplishment of any of the purposes enumerated in this section, and to perform, to rescind, to reform, to release or to modify any such agreement or contract;

9. To execute, to acknowledge, to seal and to deliver any consent, demand, request, application, agreement, indemnity, authorization, assignment, pledge, notice, check, receipt, waiver or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

10. To continue, to procure, to pay the premium or assessment on, to modify, to rescind, to release, to terminate or otherwise to deal with any contract of insurance, other than those enumerated in subdivisions one or two of this section, whether fire, marine, burglary, compensation, disability, liability, hurricane, casualty, or other type, or any combination of insurance, to do any act or acts with respect to any such contract or with respect to its proceeds or enforcement which the agent thinks to be desirable or necessary for the promotion or protection of the interests of the principal;

11. To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to any claim existing in favor of, or against, the principal based on or involving any insurance transaction or to intervene in any action or proceeding relating thereto;

12. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section and for the keeping of needed records thereof; and

13. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with procuring, supervising, managing, modifying, enforcing and terminating contracts of insurance in which the principal is the insured or is otherwise in any way interested.

All powers described in this section 5-1502F of the general obligations law shall be exercisable with respect to any contract of insurance in which the principal is in any way interested, whether made in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

#### Sec. 5-1502G. Construction — estate transactions

In a statutory short form power of attorney, the language conferring general authority with respect to "estate transactions," must be construed to mean that the principal authorizes the agent:

1. To the extent that an agent is permitted by law thus to act for a principal, to apply for and to procure, in the name of the principal, letters of administration, letters testamentary, letters of trusteeship, or any other type of authority, either judicial or administrative, to act as a fiduciary of any sort;

2. To the extent that an agent is permitted by law thus to act for a principal, to represent and to act for the principal in all ways and in all matters affecting any estate of a decedent, absentee, infant or incompetent, or any trust or other fund, out of which the principal is entitled, or claims to be entitled, to some share or payment, or with respect to which the principal is a fiduciary;

3. To accept, to reject, to receive, to receipt for, to sell, to assign, to release, to pledge, to exchange, or to consent to a reduction in or modification of, any share in or payment from any estate, trust or other fund;

4. To demand, to obtain by action, proceeding or otherwise any money, or other thing of value to which the principal is, or may become, or may claim to be entitled by reason of the death testate or intestate of any person or of any testamentary disposition or of any trust or by reason of the administration of the estate of a decedent or absentee or of the guardianship of an infant or incompetent or the administration of any trust or other fund, to initiate, to participate in and to oppose any proceeding, judicial or otherwise, for the ascertainment of the meaning, validity or effect of any deed, will, declaration of trust, or other transaction affecting in any way the interest of the principal, to initiate, to participate in and to oppose any proceeding, judicial or otherwise, for the removal, substitution or surcharge of a fiduciary, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

5. To prepare, to sign to file and to deliver all reports, compilations of information, returns or papers with respect to any interest had or claimed by or on behalf of the principal in any estate, trust, or other fund, to pay, to compromise or to contest, and to apply for refunds in connection with, any tax or assessment, with respect to any interest had or claimed by or on behalf of the principal in any estate, trust or other fund or by reason of the death of any person, or with respect to any property in which such interest is had or claimed;

6. To agree and to contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of the purposes enumerated in this section, and to perform, to rescind, to reform, to release, or to modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

7. To execute, to acknowledge, to verify, to seal, to file and to deliver any consent, designation, pleading, notice, demand, election, conveyance, release, assignment, check, pledge, waiver, admission of service, notice of appearance or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

8. To submit to arbitration or to settle, and to propose or to accept a compromise with respect to any controversy or claim which affects the estate of a decedent, absentee, infant or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest, and to do any and all acts which the agent shall think to be desirable or necessary in effectuating such compromise;

9. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants, when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

10. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, with respect to the estate of a decedent, absentee, infant or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest, or with respect to which the principal is a fiduciary.

All powers described in this section 5-1502G of the general obligations law shall be exercisable equally with respect to any estate of a decedent, absentee, infant or incompetent, or the administration of any trust or other fund, in which the principal is interested at the giving of the power of attorney or may thereafter become interested, and whether located in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

#### Sec. 5-1502H. Construction — claims and litigation

In a statutory short form power of attorney, the language conferring general authority with respect to "claims and litigation," must be construed to mean that the principal authorizes the agent:

1. To assert and to prosecute before any court, administrative board, department, commissioner or other tribunal, any cause of action, claim, counterclaim, offset or defense, which the principal has, or claims to have, against any individual, partnership, association, corporation, government, or other person or instrumentality, including, by way of illustration and not of restriction, power to sue for the recovery of land or of any other thing of value, for the recovery of damages sustained by the principal in any manner, for the elimination or modification of tax liability, for an injunction, for specific performance, or for any other relief;

2. To bring an action of interpleader or other action to determine adverse claims, to intervene or to interplead in any action or proceeding, and to act in any litigation as *amicus curiae*;

3. In connection with any action or proceeding or controversy, at law or otherwise, to apply for and, if possible, to procure a libel, an attachment, a garnishment, an order of arrest or other preliminary, provisional or intermediate relief and to resort to and to utilize in all ways permitted by law any available procedure for the effectuation or satisfaction of the judgment, order or decree obtained;

4. In connection with any action or proceeding, at law or otherwise, to perform any act which the principal might perform, including by way of illustration and not of restriction, acceptance of tender, offer of judgment, admission of any facts, submission of any controversy on an agreed statement of facts, consent to examination before trial, and generally to bind the principal in the conduct of any litigation or controversy as seems desirable to the agent;

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

6. To waive the issuance and service of a summons, citation or other process upon the principal, to accept service of process, to appear for the principal, to designate persons upon whom process directed to the principal may be served, to execute and to file or deliver stipulations on the principal's behalf, to verify pleadings, to appeal to appellate tribunals, to procure and to give surety and indemnity bonds at such times and to such extent as the agent shall think to be desirable or necessary, to contract and pay for the preparation and printing of records and briefs, to receive and to execute and to file or deliver any consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument which the agent shall think to be desirable or necessary in connection with the prosecution, settlement or defense of any claim by or against the principal or of any litigation to which the principal is or may become or be designated a party;

7. To appear for, to represent and to act for the principal with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, whether of the principal or of some other person, with respect to any reorganization proceeding, or with respect to any receivership or application for the appointment of a receiver or trustee which, in any way, affects any interest of the principal in any land, chattel, bond, share, commodity interest, chose in action or other thing of value;

8. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section;

9. To pay, from funds in his control or for the account of the principal, any judgment against the principal or any settlement which may be made in connection with any transaction enumerated in this section, and to receive and conserve any moneys or other things of value paid in settlement of or as proceeds of one or more of the transactions enumerated in this section, and to receive and endorse checks and to deposit the same; and

10. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with any claim by or against the principal or with litigation to which the principal is or may become or be designated a party.

All powers described in this section 5-1502H of the general obligations law shall be exercisable equally with respect to any claim or litigation existing at the giving of the power of attorney or thereafter arising, and whether arising in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

#### Sec. 5-1502I. Construction — personal relationships and affairs

In a statutory short form power of attorney, the language conferring general authority with respect to "personal relationships," must be construed to mean that the principal authorizes the agent:

1. To do all acts necessary for maintaining the customary standard of living of the spouse and children, and other dependents of the principal, including by way of illustration and not by way of restriction, power to provide living quarters by purchase, lease or by other contract, or by payment of the operating costs, including interest, amortization payments, repairs and taxes, of premises owned by the principal and occupied by his family or dependents, to provide normal domestic help for the operation of the household, to provide usual vacations and usual travel expenses, to provide usual educational facilities, and to provide funds for all the current living costs of such spouse, children and other dependents, including, among other things, shelter, clothing, food and incidentals;

2. To provide, whenever necessary, medical, dental and surgical care, hospitalization and custodial care for the spouse, children and other dependents of the principal;

3. To continue whatever provision has been made by the principal, prior to the creation of the agency or thereafter, for his spouse, children and other dependents, with respect to automobiles, or other means of transportation, including by way of illustration but not by way of restriction, power to license, to insure and to replace any automobiles owned by the principal and customarily used by the spouse, children or other dependents of the principal;

4. To continue whatever charge accounts have been operated by the principal prior to the creation of the agency or thereafter, for the convenience of his spouse, children or other dependents, to open such new accounts as the agent shall think to be desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by the principal to make such charges prior to the creation of the agency;

5. To continue the discharge of any services or duties assumed by the principal, prior to the creation of the agency or thereafter, to any parent, relative or friend of the principal;

6. To supervise and to enforce, to defend or to settle any claim by or against the principal arising out of property damages or personal injuries suffered by or caused by the principal, or under such circumstances that the loss resulting therefrom will, or may fall on the principal;

7. To continue payments incidental to the membership or affiliation of the principal in any church, club, society, order or other organization or to continue contributions thereto;

8. To demand, to receive, to obtain by action, proceeding or otherwise any money or other thing of value to which the principal is or may become or may claim to be entitled as salary, wages, commission or other remuneration for services performed, or as a dividend or distribution upon any stock, or as interest or principal upon any indebtedness, or any periodic distribution of profits from any partnership or business in which the principal has or claims an interest, and to endorse, collect or otherwise realize upon any instrument for the payment so received;

9. To prepare, to execute and to file all tax, social security, unemployment insurance and information returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government, to prepare, to execute and to file all other papers and instruments which the agent shall think to be desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation, and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which the principal is or may be liable;

10. To utilize any asset of the principal for the performance of the powers enumerated in this section, including by way of illustration and not by way of restriction, power to draw money by check or otherwise from any bank deposit of the principal, to sell any land, chattel, bond, share, commodity interest, chose in action or other asset of the principal, to borrow money and to pledge as security for such loan, any asset, including insurance, which belongs to the principal;

11. To execute, to acknowledge, to verify, to seal, to file and to deliver any application, consent, petition, notice, release, waiver, agreement or other instrument which the agent may think useful for the accomplishment of any of the purposes enumerated in this section;

12. To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any transaction enumerated in this section or to intervene in any action or proceeding relating thereto;

13. To hire, to discharge, and to compensate any attorney, accountant, expert witness or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and

14. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, for the welfare of the spouse, children or dependents of the principal or for the preservation and maintenance of the other personal relationships of the principal to parents, relatives, friends and organizations.

All powers described in this section 5-1502I of the general obligations law shall be exercisable equally whether the acts required for their execution shall relate to real or personal property owned by the principal at the giving of the power of attorney or thereafter acquired and whether such acts shall be performable in the state of New York or elsewhere.

**Sec. 5-1502J. Construction — benefits from military service**

In a statutory short form power of attorney, the language conferring general authority with respect to "benefits from military service," must be construed to mean that the principal authorizes the agent:

1. To execute vouchers in the name of the principal for any and all allowances and reimbursements payable by the United States, or by any state or subdivision thereof, to the principal, including by way of illustration and not of restriction, all allowances and reimbursements for transportation of the principal and of his dependents, and for shipment of household effects, to receive, to indorse and to collect the proceeds of any check payable to the order of the principal drawn on the treasurer or other fiscal officer or depository of the United States or of any state or subdivision thereof;

2. To take possession and to order the removal and shipment, of any property of the principal from any post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private, to execute and to deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument which the agent shall think to be desirable or necessary for such purpose;

3. To prepare, to file and to prosecute the claim of the principal to any benefit or assistance, financial or otherwise, to which the principal is, or claims to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or by any state or by any subdivision thereof, or by any foreign government, which benefit or assistance arises from or is based upon military service performed prior to or after the creation of the agency by the principal or by any person related by blood or by marriage to the principal, to execute any receipt or other instrument which the agent shall think to be desirable or necessary for the enforcement or for the collection of such claim;

4. To receive the financial proceeds of any claim of the type described in this section, to conserve, to invest, to disburse or to utilize anything so received for purposes enumerated in this section, and to reimburse the agent for any expenditures properly made by him in the execution of the powers conferred on him by the statutory short form power of attorney;

5. To prosecute, to defend, to submit to arbitration, to settle, and to propose or to accept a compromise with respect to, any claim existing in favor of, or against, the principal based on or involving any benefits from military service or to intervene in any action or proceeding relating thereto;

6. To hire, to discharge, and to compensate any attorney, accountant, expert witness, or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section; and

7. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, and which the agent shall think to be desirable or necessary, to assure to the principal, and to the dependents of the principal, the maximum possible benefit from the military service performed prior to or after the creation of the agency by the principal or by any person related by blood or marriage to the principal.

All powers described in this section 5-1502J of the general obligations law shall be exercisable equally with respect to any benefits from military service existing at the giving of the power of attorney or thereafter accruing, and whether accruing in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

**Sec. 5-1502K. Construction — records, reports and statements**

In a statutory short form power of attorney, the language conferring general authority with respect to "records, reports and statements," must be construed to mean that the principal authorizes the agent:

1. To keep records of all cash received and disbursed for or on account of the principal, of all credits and debits to the account of the principal, and of all transactions affecting in any way the assets and liabilities of the principal;

2. To prepare, to execute and to file all tax, social security, unemployment insurance and information returns, required by the laws of the United States, of any state or of any subdivision thereof or of any foreign government, to prepare, to execute and to file all other papers and instruments which the agent shall think to be desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation;

3. To prepare, to execute and to file any record, report or statement, which the agent shall think to be desirable or necessary for the safeguarding or maintenance of the principal's interest, with respect to price, rent, wage or rationing control, or other governmental activity;

4. To hire, to discharge, and to compensate any attorney, accountant, or other assistant or assistants when the agent shall think such action to be desirable for the proper execution by him of any of the powers described in this section; and

5. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the principal can do through an agent, in connection with the preparation, execution, filing, storage or other utilization of any records, reports or statements of or concerning the principal's affairs.

All powers described in this section 5-1502K of the general obligations law shall be exercisable equally with respect to any records, reports or statements of or concerning the affairs of the principal existing at the giving of the power of attorney or thereafter arising, and whether arising in the state of New York or elsewhere.

[L.1963, c. 576, § 1.]

Sec. 5-1502L. Construction — all other matters

In a statutory short form power of attorney, the language conferring general authority with respect to "all other matters," must be construed to mean that the principal authorizes the agent to act as an alter ego of the principal with respect to any and all possible matters and affairs which are not enumerated in sections 5-1502A to 5-1502K, inclusive, of this chapter, and which the principal can do through an agent.

[L.1963, c. 576, § 1.]

Sec. 5-1503. Modifications of the statutory short form power of attorney

A power of attorney which satisfies the requirements of subdivision two of section 5-1501 of this chapter is not prevented from being a "statutory short form power of attorney," as this phrase is used in the sections of this title, by the fact that it also contains additional language which:

1. Eliminates from the power of attorney one or more of the powers enumerated in one or more of the constructional sections of this title with respect to a subdivision of the statutory short form power of attorney not eliminated therefrom by the principal; or

2. Supplements one or more of the powers enumerated in one or more of the constructional sections in this title with respect to a subdivision of the statutory short form power of attorney not eliminated therefrom by the principal, by specifically listing additional powers of the agent; or

3. Makes some additional provision which is not inconsistent with the other provisions of the statutory short form power of attorney.

[L.1963, c. 576, § 1.]

Sec. 5-1601. Powers of attorney which survive disability or incompetence

1. The subsequent disability or incompetence of a principal shall not revoke or terminate the authority of an attorney-in-fact who acts under a power of attorney in a writing executed by such principal which contains the words "This power of attorney shall not be affected by the subsequent disability or incompetence of the principal," or words of similar import showing the intent of such principal that the authority conferred shall be exercisable notwithstanding his subsequent disability or incompetence.

2. All acts done by an attorney-in-fact pursuant to a power granted pursuant to subdivision one of this section during any period of disability or incompetence shall have the same effect and inure to the benefit of and bind a principal and his distributees, devisees, legatees and personal representatives as if such principal were competent and not disabled. If a committee or conservator thereafter is appointed for such principal, such attorney-in-fact, during the continuance of the appointment, shall account to the committee or conservator rather than to such principal. The committee or conservator shall have the same power such principal would have had if he were not disabled or incompetent to revoke, suspend or terminate all or any part of such power of attorney.

[N.Y. Gen. Oblig. Law § 5-1601 (McKinney 1978) (effective June 10, 1975); L. 1975, c. 175, § 1.]

CSHB 491

CHANGES FROM THE ORIGINAL BILL

CHANGES TO THE FORM:

1) Page 1, line 22: "IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, YOU SHOULD SEEK COMPETENT ADVICE."

- self-explanatory

2) minor language changes throughout the form to make it more easily understood (i.e. the word "document" is substituted for the word "instrument")

3) Page 2, line 10: (B) "tangible personal property" is added to clarify this section (also added in the corresponding statutory interpretation)

4) Page 2, line 20: (K) "government programs and" is added to the benefits section (also added in the corresponding statutory interpretation)

- at the request of the Older Alaskans Commission to assure that benefits such as Longevity Bonus and Permanent Fund will be collectable for the principal

5) Page 3, entire page has been converted to "check-off" from "fill-in" format

- optional time limitation added

- "NOTICE TO THIRD PARTIES" added to enforce the power and limit liability

6) Page 4, line 17: notarization requirement added

7) Page 4 and 5: Optional provisions specifically designed for Senior citizens have been added

- notification of existence of a "Living Will"

- specification of alternate attorney-in-fact

- nomination of a guardian or conservator

STATUTORY CHANGES:

8) Page 5, line 19: explanation of how to fill out the form

9) Page 5, line 26 - Page 6, line 15: default provisions

CSHB 491: CHANGES (CONT'D.)

10) Pages 24 and 25: changes within the gifting section to clarify the agent's authority to gift to himself or herself only if the principal has specifically allowed it under (O) of the form. (This language is particularly important if the agent is a family member or friend whom the principal would wish to benefit from his or her estate.)

11) Page 36, line 12: affidavit of disability must be signed by two physicians instead of one

12) Page 37, line 25 - Page 38, line 12: EFFECT ON PREVIOUSLY CREATED POWERS OF ATTORNEY

- in essence, substantiates pre-existing powers and applies the enforcement and default provisions of this new statute to any pre-existing power

STATE OF ALASKA  
THE LEGISLATURE

POUCH Y - STATE CAPITOL  
JUNEAU, ALASKA 99811  
907-465-3800

LEGISLATIVE AFFAIRS AGENCY  
LEGISLATIVE REFERENCE LIBRARY

May, 1988

Copies of minutes listed below were originally included in this file. The minutes are available on the STAIRS database CMPR. In order to save space copies of minutes have not been left in the files.

Mary Van Nimwegen

HHESS

4-19-88

8:30 a.m.

STATE OF ALASKA  
THE LEGISLATURE

POUCH Y STATE CAPITOL  
UNELAU ALASKA 99811  
907 465 3800

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

April 16, 1988

SUBJECT: Statutory power of attorney (CSHB 491)  
TO: Representative Johnny Ellis  
FROM: Jack Chenoweth  
Legislative Counsel

I have made the changes requested by your April 15 memo, incorporating several additional technical changes requested by Older Alaskans Commission Executive Director Connie Sipe that Deborah Bonito of your staff approved.

Please note:

For purposes of consistency with existing language in the form, I have reworked some of the language that your staff had suggested in the material appended to your April 15 memo.

The changes that you request in this memo have led me to revise the language appearing at the bottom of page 3 of the last draft relating to the "Living Will." Some of that language, which had been specifically requested by Ms. Sipe and the Commission, has been deleted. Is this your intent?

I have repealed AS 13.26.330. The changes that I suggested in my April 10 corrective amendment are carried forward into a new section, AS 13.26.356.

The redraft necessitated adding new sections. Because I must insert this new material within the parameters of certain other existing sections unrelated to powers of attorney, I have had to renumber the sections in this draft.

If this draft or memo prompts questions, please contact me.

JC:mkr  
008/wkb5

Enclosure

5-1329L  
Chenoweth  
4/16/88

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: ( )

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

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

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

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

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

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

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

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

25 NOTICE TO THIRD PARTIES

26 A third party who relies on the reasonable representa-  
27 tions of an attorney-in-fact as to a matter relating to a  
28 power granted by a properly executed statutory power of  
29 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 AGENTS 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

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

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

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

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

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

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

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

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

property, chattels, or goods;

1  
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 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, hypothecate, pledge, revoke, create, or modify a trust, grant options con-  
10 cerning, loan, trade in, or otherwise dispose of a bond, share, in-  
11 strument of similar character, commodity interest, or a related in-  
12 strument;

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

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

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 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

accomplishment of any of the purposes enumerated in this subsection;

1  
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

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

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

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

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

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

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

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

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, disabili-  
18 ty 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.  
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