

**HB**

**8**

<TARGET><BILL>HB 8</BILL><SUBJECT>HB  
8</SUBJECT><COMM>SJUD29</COMM></TARGET>

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# SENATE COMMITTEE REPORT

DATE: 1/29/16

FURTHER: Rules

DATE TURNED IN TO OFFICE: 4/17/16

Judiciary Committee considered SENATE CS FOR CS FOR HOUSE BILL NO. 8(HSS)

## HB 8-POWERS OF ATTORNEY

"An Act relating to powers of attorney and other substitute decision-making documents; relating to the uniform probate code; relating to notaries public; and providing for an effective date."

and recommends:

- be replaced with SCS CS HB 8 (JUD)  Same Title  Technical Title Change  New Title/SCR No. \_\_\_\_\_
- adopt previous SCS \_\_\_\_\_ (      )  Same Title  Technical Title Change  New Title/SCR No. \_\_\_\_\_
- attached amendment(s)
- adopt \_\_\_\_\_ Letter of Intent
- further referral to \_\_\_\_\_ Committee

Dept Abbr.	
ADM	LWF
CED	LAW
COR	LEG
EED	MVA
DEC	DNR
DFG	DPS
GOV	REV
DHS	DOT
AJS	UA

NEW FISCAL NOTE(S)				
Dept.	Fiscal	Indet.	Zero	FN #
DHS			✓	
ADM			✓	

PREVIOUS FISCAL NOTE(S)				
Dept.	Fiscal	Indet.	Zero	FN #
LAW			✓	4

APPROPRIATION - no fiscal note

SIGNATURES AND RECOMMENDATIONS:	PRINTED LAST NAME	DO PASS	DO NOT PASS	NO REC	AMEND
	COSTELLO	✓			
	WALECHOWSKI	✓			
	WALECHOWSKI			✓	
	MCGUIRE	✓			

# ALASKA STATE LEGISLATURE

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Representative Shelley Hughes  
House District 11 ~ Greater Palmer

January 29, 2016

Honorable Senator McGuire, Chair  
Judiciary Committee  
State Capitol Room 121  
Juneau, AK 99801

Dear Senator McGuire,

I respectfully request SCS CSHB8(HSS) Power of Attorney and Substitute Decision-Making Documents bill be scheduled in committee at your earliest convenience.

House Bill 8 offers changes to existing power of attorney statutes, strengthening them by clarifying the responsibilities of the person receiving the power of attorney and revisiting the statutorily required form. While keeping our statutes customized for Alaska, specific to circumstances unique in our state, HB 8 also more closely aligns some statutory wording with other states' language to eliminate problems when the senior and the power of attorney live in different states. This is better for both the senior and the person serving as the power of attorney when the two are separated by a state line.

We honor our elders and have an obligation to help protect them as they enter a vulnerable time in life. This bill will strengthen existing statutes to better protect our seniors and better guide those who help care for them.

If you have any questions with regard to scheduling the bill, please contact Ginger Blaisdell at 465-5265.

Sincerely,

A handwritten signature in cursive script that reads "Shelley S. Hughes".

Shelley Hughes  
Representative  
District 11~Greater Palmer

## **HB 8 POWERS OF ATTORNEY**

- **Financial scams targeting vulnerable adults in Alaska are far too common.**
- **Sadly they often involve relatives or friends who steal money from an elder when the elder grants them a power of attorney.**
- **Older Alaskans are more susceptible to fraud and financial abuse because**
  - **they commonly experience some degree of cognitive decline**
  - **through natural causes or from medications**
  - **and can have difficulty understanding their changing world.**

### **Last year in Alaska**

- **More than 600 allegations of financial exploitation between**
- **Adult Protective Services Division**
- **Office of the Long Term Care Ombudsman**
- **Office of Public Advocacy, Elder Fraud Unit**
- **In Elder Fraud Unit as an ex., more than half were specific to POA abuse.**
- **Out of this office alone, an average of ONCE/2 WEEKS one of our seniors finds themselves in a legal interaction with the courts pertaining to POA.**
- **One common method of abuse is the misuse of the POA that a person has granted.**
- **HB8 strengthens Alaska's existing Power of Attorney statutes.**
- **clarifying the responsibilities of the person receiving the power of attorney**
- **improving the statutory form.**
- **While keeping our statutes customized for Alaska, specific to circumstances unique in our state,**
- **aligns some wording with other states' language to eliminate problems when the senior and the power of attorney live in different states.**
- **better for both the senior and the person serving as the power of attorney when the two are separated by a state line.**

- **New terminology throughout the bill that updates existing statute with today's language choice specifically using "Principal" and "Agent".**
- **Page 2: new definition for "sign" that allows the Principal to sign the document in a variety of ways such as sound, tangible symbol or process (maybe asking someone to sign for them). The signature would be witnessed and notarized indicating the form was completed as the Principal desired.**
- **Page 2: Agent's Duties are defined so that someone who becomes the Agent understands what their roll is when tending to the Principal's finances. This had not been identified before.**
- **Page 8: The current statutory form instructs the Principle to assign "everything" to the Agent unless specifically crossing out lines of responsibility – this is counterintuitive. Now the Principal marks "yes" or "no" for each area of category of financial responsibility that the Agent will manage on their behalf.**
- **Page 9: The statutory form also separates out specific powers of authority that are more significant than routine financial actions. They include gifts, beneficiary designation, changing a trust and more.**
- **Page 34: Judicial Relief is a new section added to further protect the best interest of the Principal. A list of qualified persons may petition the court to review the Agent's conduct if it is believed that the Agent is not acting in "good faith" to conduct financial management in the best way for the Principal.**

- **Page 37: Substitute Decision-Making Documents** allows for the recognition of documents between states or identifying which state's laws the Principal want the documents to follow.

**HB8 provides for**

- **Better definitions and**
- **clarifies areas of concern**
- **will help the Principle make better decisions when it comes to assigning the responsibility of their finances and property to someone.**

**We honor our elders and have an obligation to vulnerable adults to help protect them.**

**This bill will strengthen existing statutes to better protect them and better guide those who help care for them.**

**I ask for your vote to improve the existing Powers of Attorney to safeguard financial fraud against Alaskans.**

SENATE CS FOR CS FOR HOUSE BILL NO. 8(JUD)  
IN THE LEGISLATURE OF THE STATE OF ALASKA  
TWENTY-NINTH LEGISLATURE - SECOND SESSION

BY THE SENATE JUDICIARY COMMITTEE

Offered:  
Referred:

Sponsor(s): REPRESENTATIVES HUGHES, Gruenberg

SENATOR Giessel

A BILL

FOR AN ACT ENTITLED

1 "An Act relating to powers of attorney and other substitute decision-making documents;  
2 relating to the uniform probate code; relating to notaries public; and providing for an  
3 effective date."

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

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

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

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

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

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

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

1 terminated by the principal's incapacity; in this paragraph, "incapacity" has the  
2 meaning given in AS 13.26.359;

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

5 (59) "power of attorney" means a writing or other record that grants  
6 authority to an agent to act in the place of the principal, whether or not the term  
7 "power of attorney" is used;

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

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

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

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

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

17 \* **Sec. 4.** AS 13.26 is amended by adding new sections to article 5 to read:

18 **Sec. 13.26.326. Agent's acceptance and liability.** (a) Except as otherwise  
19 provided in the power of attorney, a person accepts appointment as an agent under a  
20 power of attorney by exercising authority or performing duties as an agent or by any  
21 other assertion or conduct indicating acceptance.

22 (b) An agent that violates a provision in AS 13.26.326 - 13.26.359 is liable to  
23 the principal or the principal's successors in interest for the amount required to

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

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

28 **Sec. 13.26.327. Agent's duties.** (a) Notwithstanding provisions in the power of  
29 attorney, an agent that has accepted appointment shall

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

1 (2) act in good faith; and

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

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

6 (1) act loyally for the principal's benefit;

7 (2) act so as not to create a conflict of interest that impairs the agent's  
8 ability to act impartially in the principal's best interest;

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

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

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

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

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

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

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

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

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

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

1 principal.

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

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

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

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

22 **Sec. 13.26.328. Acceptance of power of attorney.** (a) A third party asked to  
23 accept a power of attorney may request, and rely upon, without further investigation

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

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

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

31 (b) An English translation or an opinion of counsel requested under this section

1 must be provided at the principal's expense unless the request is made more than five  
2 business days after the power of attorney is presented for acceptance.

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

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

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

11 (2) if a person requests a certification, a translation, or an opinion of  
12 counsel under (a) of this section, the person shall accept the power of attorney not later  
13 than three business days after receipt of the certification, translation, or opinion of  
14 counsel; and

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

17 (e) Notwithstanding AS 13.26.357, a person is not required to accept an  
18 acknowledged power of attorney if

19 (1) the person is not otherwise required to engage in a transaction with  
20 the principal in the same circumstances;

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

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

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

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

31 (6) the person makes, or has actual knowledge that another person has

1 made, a report to Department of Health and Social Services or other governmental  
 2 agency, stating a good faith belief that the principal may be subject to physical or  
 3 financial abuse, neglect, exploitation, or abandonment by the agent or a person acting  
 4 for or with the agent.

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

- 7 (1) a court order mandating acceptance of the power of attorney; and  
 8 (2) liability as provided by court rules of this state for attorney fees and  
 9 costs incurred in any action or proceeding that confirms the validity of the power of  
 10 attorney or mandates acceptance of the power of attorney.

11 **Sec. 13.26.329. Termination of power of attorney; agent's resignation;**  
 12 **notice.** (a) Except as provided in AS 13.26.356, a power of attorney terminates when

- 13 (1) the principal dies;  
 14 (2) there is an incapacity of the principal, if the power of attorney is not  
 15 durable;  
 16 (3) the principal revokes the power of attorney;  
 17 (4) the power of attorney provides that it terminates;  
 18 (5) the purpose of the power of attorney is accomplished; or  
 19 (6) the principal revokes the agent's authority, there is an incapacity of  
 20 the agent, the agent dies, or the agent resigns, and the power of attorney does not  
 21 provide for another agent to act under the power of attorney.

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

- 25 (1) to the conservator or guardian, if one has been appointed for the  
 26 principal, and a coagent or successor agent; or  
 27 (2) if there is no person described in (1) of this subsection, to  
 28 (A) the principal's custodian or caregiver;  
 29 (B) another person reasonably believed by the agent to have  
 30 sufficient interest in the principal's welfare; or  
 31 (C) a governmental agency having statutory authority to protect

1 the welfare of the principal.

2 \* Sec. 5. AS 13.26.332 is amended to read:

3 **Sec. 13.26.332. Statutory form power of attorney.** A person who wishes to  
4 designate another as [ATTORNEY-IN-FACT OR] agent by a power of attorney may  
5 execute a statutory power of attorney set out in substantially the following form:

6 GENERAL POWER OF ATTORNEY

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

15 YOU MAY REVOKE THIS POWER OF ATTORNEY AT  
16 ANY TIME.

17 Pursuant to AS 13.26.338 - 13.26.359 [AS 13.26.338 -  
18 13.26.353], I, (Name of principal), of (Address of principal), do hereby  
19 appoint (Name and address of agent or agents), my agent(s)  
20 [ATTORNEY(S)-IN-FACT] to act as indicated below in my name,  
21 place, and stead in any way which I myself could do, if I were  
22 personally present, with respect to the following matters, as each of  
23 them is defined in AS 13.26.344, to the full extent that I am permitted  
24 by law to act through an agent:

25 MARK THE BOXES BELOW TO INDICATE THE  
26 POWERS YOU WANT TO GIVE YOUR AGENT OR AGENTS.  
27 MARK THE BOX FOR "YES" THAT IS OPPOSITE A  
28 CATEGORY BELOW TO GIVE YOUR AGENT OR AGENTS  
29 THE POWER IN THAT CATEGORY. IF YOU DO NOT MARK  
30 A BOX OPPOSITE A CATEGORY, YOUR AGENT OR  
31 AGENTS WILL NOT HAVE THE POWER IN THAT

**CATEGORY** [THE AGENT OR AGENTS YOU HAVE APPOINTED WILL HAVE ALL THE POWERS LISTED BELOW UNLESS YOU DRAW A LINE THROUGH A CATEGORY, AND INITIAL THE BOX OPPOSITE THAT CATEGORY].

**YES**

(A) real estate transactions

(B) transactions involving tangible personal property, chattels, and goods

(C) bonds, shares, and commodities transactions

(D) banking transactions

(E) business operating transactions

(F) insurance transactions

(G) estate transactions

(H) **retirement plans** [GIFT TRANSACTIONS]

(I) claims and litigation

(J) personal relationships and affairs

(K) benefits from government programs and **civil or** military service

(L) records, reports, and statements

(M) [DELEGATION

(N)] voter registration and absentee ballot requests

**N** [(O)] all other matters, including those specified as follows:

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**GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

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

- 1 ( ) create, amend, revoke, or terminate an inter vivos trust;  
 2 ( ) make a gift, subject to the limitations of AS 13.26.344(q) and any  
 3 special instructions in this power of attorney;  
 4 ( ) create or change a beneficiary designation;  
 5 ( ) revoke a transfer on death deed made under AS 13.48;  
 6 ( ) create or change rights of survivorship;  
 7 ( ) delegate authority granted under the power of attorney;  
 8 ( ) waive the principal's right to be a beneficiary of a joint and  
 9 survivor annuity, including a survivor benefit under a retirement  
 10 plan;  
 11 ( ) exercise fiduciary powers that the principal has authority to  
 12 delegate.

13 IF YOU HAVE APPOINTED MORE THAN ONE AGENT,  
 14 MARK [CHECK] ONE OF THE FOLLOWING:

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

19 TO INDICATE WHEN THIS DOCUMENT SHALL  
 20 BECOME EFFECTIVE, MARK [CHECK] ONE OF THE  
 21 FOLLOWING:

- 22 ( ) This document shall become effective upon the date of my signature.  
 23 ( ) This document shall become effective upon the date of my  
 24 incapacity [DISABILITY] and shall not otherwise be affected by my  
 25 incapacity [DISABILITY].

26 IF YOU HAVE INDICATED THAT THIS DOCUMENT  
 27 SHALL BECOME EFFECTIVE ON THE DATE OF YOUR  
 28 SIGNATURE, MARK [CHECK] ONE OF THE FOLLOWING:

- 29 ( ) This document shall not be affected by my subsequent incapacity  
 30 [DISABILITY].  
 31 ( ) This document shall be revoked by my subsequent incapacity

1 [DISABILITY].

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

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

8 NOTICE OF REVOCATION OF THE POWERS GRANTED  
9 IN THIS DOCUMENT

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

17 NOTICE TO THIRD PARTIES

18 A third party who relies on the reasonable representations of an agent  
19 [ATTORNEY-IN-FACT] as to a matter relating to a power granted by  
20 a properly executed statutory form power of attorney does not incur  
21 any liability to the principal or to the principal's heirs, assigns, or estate  
22 as a result of permitting the agent [ATTORNEY-IN-FACT] to exercise  
23 the authority granted by the power of attorney. A third party who fails  
24 to honor a properly executed statutory form power of attorney may be  
25 liable to the principal, the agent [ATTORNEY-IN-FACT], the  
26 principal's heirs, assigns, or estate for a civil penalty, plus damages,  
27 costs, and fees associated with the failure to comply with the statutory  
28 form power of attorney. If the power of attorney is one which becomes  
29 effective upon the incapacity [DISABILITY] of the principal, the  
30 incapacity [DISABILITY] of the principal is established by an  
31 affidavit, as required by law.

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

3 \_\_\_\_\_  
4 Signature of Principal

5 Acknowledged before me at \_\_\_\_\_  
6 \_\_\_\_\_ on \_\_\_\_\_.

7 Signature of Officer or Notary

8 **If a person other than the principal executes the signature for the**  
9 **principal, the person may not be a person who is appointed an**  
10 **agent in the power of attorney, and the following signature line and**  
11 **notary verification must also be completed:**

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

14 \_\_\_\_\_  
15 **Signature of person signing at the request of** \_\_\_\_\_  
16 **Name of Principal**

17 **Printed name of person signing** \_\_\_\_\_

18 **Form of identification of person signing** \_\_\_\_\_

19 **Acknowledged before me at** \_\_\_\_\_  
20 \_\_\_\_\_ **on** \_\_\_\_\_

21 \_\_\_\_\_  
22 **Signature of Officer or Notary**

23 \* Sec. 6. AS 13.26.335 is amended to read:

24                   **Sec. 13.26.335. Additional optional provisions to statutory form power of**  
25 **attorney.** Each of the following provisions may be included in a statutory form power  
26 of attorney:

27                   (1) [REPEALED.

28                   (2)] YOU MAY DESIGNATE AN ALTERNATE  
29 **AGENT** [ATTORNEY-IN-FACT]. ANY ALTERNATE YOU  
30 DESIGNATE WILL BE ABLE TO EXERCISE THE SAME  
31 POWERS AS THE AGENT(S) YOU NAMED AT THE BEGINNING

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

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

6 First alternate or successor agent [ATTORNEY-IN-FACT]

7 \_\_\_\_\_  
8 (Name and address of alternate)

9 \_\_\_\_\_  
10 Second alternate or successor agent [ATTORNEY-IN-FACT]

11 \_\_\_\_\_  
12 (Name and address of alternate)

13 (3) YOU MAY NOMINATE A GUARDIAN OR  
14 CONSERVATOR. IF YOU WISH TO NOMINATE A GUARDIAN  
15 OR CONSERVATOR, COMPLETE THE FOLLOWING:

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

21 \* Sec. 7. AS 13.26.341 is amended to read:

22 **Sec. 13.26.341. Applicability of provisions of statutory form power of**  
23 **attorney.** In the instrument set out in AS 13.26.332 - 13.26.335,

24 (1) if the principal has appointed more than one person to act as  
25 [ATTORNEY-IN-FACT OR] agent and failed to mark [CHECK] whether the agents  
26 may act "jointly" or "severally," the agents are required to act jointly;

27 (2) if the principal has failed to indicate when the instrument shall  
28 become effective, the instrument shall become effective upon the date of the  
29 principal's signature;

30 (3) if the principal has indicated that the instrument shall become  
31 effective upon the date of the principal's signature or has failed to indicate when the

1 instrument shall become effective and has failed to indicate the effect of the principal's  
 2 subsequent incapacity [DISABILITY] on the instrument, the instrument shall be  
 3 revoked by the subsequent incapacity [DISABILITY] of the principal;

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

6 \* **Sec. 8.** AS 13.26.344(a) is amended to read:

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

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

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

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

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

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

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

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

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

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

16 (9) execute, acknowledge, seal, and deliver a deed, [REVOCAION,  
17 DECLARATION OR MODIFICATION OF TRUST,] mortgage, lease, notice, check,  
18 or other instrument that the agent considers useful for the accomplishment of any of  
19 the purposes enumerated in this subsection;

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

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

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

30 \* **Sec. 9.** AS 13.26.344(b) is amended to read:

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

1 authority with respect to tangible personal property, chattels, and goods transactions  
2 shall be construed to mean that, as to tangible personal property, chattels, or goods  
3 owned by the principal, whether located in the state or elsewhere, the principal  
4 authorizes the agent to

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

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

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

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

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

1 by the power of attorney;

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

7 (7) execute, acknowledge, seal, and deliver a conveyance,  
8 [REVOCAION, DECLARATION OR MODIFICATION OF TRUST,] mortgage,  
9 lease, notice, check or other instrument that the agent considers useful for the  
10 accomplishment of the purposes enumerated in this subsection;

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

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

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

22 \* **Sec. 10.** AS 13.26.344(c) is amended to read:

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

27 (1) accept as a gift, or as a security for a loan, reject, demand, buy,  
28 receive, or otherwise acquire either ownership or possession of, a bond, share, or  
29 instrument of similar character including, by way of illustration, but not of restriction,  
30 stock in a corporation organized under 43 U.S.C. 1601 et seq. (Alaska Native Claims  
31 Settlement Act), commodity interest, or an instrument with respect to a bond, share, or

1 instruments of similar character, together with the interest, dividends, proceeds, or  
2 other distributions connected with a bond, share, or instrument of a similar character;

3 (2) sell, exchange, transfer, release, surrender, hypothecate, pledge,  
4 [REVOKE, CREATE, OR MODIFY A TRUST,] grant options concerning, loan, trade  
5 in, or otherwise dispose of a bond, share, instrument of similar character, commodity  
6 interest, or a related instrument;

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

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

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

31 (6) employ, in any way believed to be desirable by the agent, a bond,

1 share, other instrument of similar character, commodity interest, or a related  
2 instrument, in which the principal has or claims to have an interest, for the protection  
3 or continued operation of a speculative or margin transaction personally begun or  
4 personally guaranteed, in whole or in part, by the principal;

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

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

17 (9) execute, acknowledge, seal, and deliver a consent, agreement,  
18 authorization, assignment, [REVOCAION, DECLARATION OR MODIFICATION  
19 OF TRUST,] notice, waiver of notice, check, or other instrument that the agent  
20 considers useful for the accomplishment of the purposes enumerated in this  
21 subsection;

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

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

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

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

4 \* **Sec. 11.** AS 13.26.344(d) is amended to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 (17) do any other act or acts that the principal can do through an agent  
 6 in connection with a banking transaction that does or might in any way affect the  
 7 financial or other interests of the principal.

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

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

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

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

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

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

30 (B) determine the policy of the enterprise as to the location of  
 31 the site or sites to be used for its operation, the nature and extent of the

1 business to be undertaken by it, the methods of manufacturing, selling,  
2 merchandising, financing, accounting, and advertising to be employed in its  
3 operation, the amount and types of insurance to be carried, the mode of  
4 securing compensation and dealing with accountants, attorneys, and employees  
5 required for its operation, agree and contract, in any manner, and with any  
6 person and on any terms, that the agent considers desirable or necessary to  
7 carry out any or all of the decisions of the agent as to policy, and perform,  
8 rescind, reform, release, or modify an agreement or contract or any other  
9 similar agreement or contract made by or on behalf of the principal;

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

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

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

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

30 (6) to demand, receive, or obtain money or any other thing of value to  
31 which the principal is or may claim to be entitled as the proceeds of a business

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

5 (7) to execute, acknowledge, seal, and deliver a deed, assignment,  
 6 mortgage, lease, notice, consent, agreement, authorization check, or other instrument  
 7 that the agent considers useful for the accomplishment of any of the purposes  
 8 enumerated in this subsection;

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

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

17 (10) to operate, buy, sell, enlarge, reduce, or terminate an  
 18 ownership interest;

19 (11) to put additional capital into an entity or business in which the  
 20 principal has an interest;

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

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

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

26 (15) to [AND (10)] do any other act or acts that the principal can do  
 27 through an agent in connection with a business operated by the principal that the agent  
 28 considers desirable or necessary for the furtherance or protection of the interests of the  
 29 principal.

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

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

1 authority with respect to insurance transactions shall be construed to mean that, as to a  
2 contract of insurance in which the principal has an interest, whether in the state or  
3 elsewhere, the principal authorizes the agent to

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

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

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

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

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

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

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

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

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

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

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

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

31 (13) exercise investment powers available under a contract of

1           insurance or annuity; and

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

6           \* **Sec. 14.** AS 13.26.344(h) is repealed and reenacted to read:

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

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

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

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

15                   (4) make contributions to a retirement plan;

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

17                   (6) borrow from, sell assets to, or purchase assets from a retirement  
18           plan.

19           \* **Sec. 15.** AS 13.26.344(j) is amended to read:

20                   (j) In a statutory form power of attorney, the language conferring general  
21           authority with respect to personal relationships **is neither dependent on, nor limited**  
22           **by, authority that an agent may or may not have with respect to gifts under**  
23           **AS 13.26.326 - 13.26.359, and** shall be construed to mean that, as to real and personal  
24           property owned by the principal, whether in the state or elsewhere, the principal  
25           authorizes the agent to

26                   (1) do all acts necessary to maintain the customary standard of living of  
27           the spouse, children, [AND] other dependents of the principal, **whether living when**  
28           **the power of attorney is executed or later born, and individuals whom the**  
29           **principal has customarily supported or indicated the intent to support,** including  
30           by way of illustration and not by way of restriction, power to provide living quarters  
31           by purchase, **by** lease, or by other contract, or by any payment of the operating costs,

1 including interest, amortization payments, repairs, and taxes, of premises owned by  
2 the principal and occupied by the principal's family or dependents, to provide normal  
3 domestic help for the operation of the household, to provide usual vacations and usual  
4 travel expenses, to provide usual educational facilities, [AND] to provide funds for all  
5 the current living costs of the spouse, children, and other dependents, including,  
6 among other things, shelter, clothing, food, and incidentals, **and to make periodic**  
7 **payments of child support and other family maintenance required by a court or**  
8 **governmental agency or an agreement to which the principal is a party;**

9 (2) provide, whenever necessary, medical, dental, and surgical care,  
10 hospitalization, and custodial care for the spouse, children, and other dependents of the  
11 principal;

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

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

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

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

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

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

1 which the principal is or may become or may claim to be entitled as remuneration for  
2 services performed, or as a stock dividend or distribution, or as interest or principal  
3 upon indebtedness, or as a periodic distribution of profits from any partnership or  
4 business in which the principal has or claims an interest, and endorse, collect, or  
5 otherwise realize upon an instrument for the payment received;

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

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

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

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

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

31 (14) do any other act or acts that the principal can do through an agent,

1 for the welfare of the spouse, children, or dependents of the principal or for the  
 2 preservation and maintenance of the other personal relationships of the principal to a  
 3 parent, relative, friend, or organization; and

4 (15) act as the principal's personal representative under 42 U.S.C.  
 5 1320d (Health Insurance Portability and Accountability Act and secs. 1171 -  
 6 1179, Social Security Act), as amended, and applicable regulations, in making  
 7 decisions related to the past, present, or future payment for the provision of  
 8 health care consented to by the principal or anyone authorized under the law of  
 9 this state to consent to health care on behalf of the principal.

10 \* Sec. 16. AS 13.26.344(k) is amended to read:

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

16 (1) prepare and execute vouchers, applications, requests, forms, and  
 17 other legal documents in the name of the principal for all benefits, bonuses, dividends,  
 18 allowances, and reimbursements payable under any government program or military  
 19 service of the United States, a state, or a subdivision, including allowances and  
 20 reimbursements for transportation of the individuals described in (j)(1) of this  
 21 section, and for shipment of their household effects, and receive, endorse, and  
 22 collect the proceeds of a check payable to the order of the principal drawn on the  
 23 treasurer or other fiscal officer or depository of the United States, a state, or a  
 24 subdivision;

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

30 (3) prepare, file, and prosecute the claim of the principal to any benefit  
 31 or assistance to which the principal is, or claims to be, entitled under the provisions of

1 a statute or regulation of the United States, a state, or a subdivision;

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

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

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

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

15 (8) do any other act or acts that the principal can do through an agent,  
16 and that [WHICH] the agent considers desirable or necessary to assure to the principal  
17 and to the dependents of the principal [,] the maximum possible benefit from the  
18 government programs or civil or military service of the United States, a state, or a  
19 subdivision.

20 \* **Sec. 17.** AS 13.26.344 is amended by adding a new subsection to read:

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

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

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

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

31 (C) minimization of taxes, including income, estate, inheritance,

1 generation-skipping transfer, and gift taxes;

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

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

6 (2) subject to (1) of this subsection, to make outright to, or for the  
7 benefit of, a person, a gift of any of the principal's property, including by the exercise  
8 of a presently exercisable general power of appointment held by the principal, in an  
9 amount for each donee not to exceed the annual dollar limits of the federal gift tax  
10 exclusion under 26 U.S.C. 2503(b) (Internal Revenue Code), as amended, without  
11 regard to whether the federal gift tax exclusion applies to the gift, or if the principal's  
12 spouse agrees to consent to a split gift under 26 U.S.C. 2513 (Internal Revenue Code),  
13 as amended, in an amount for each donee not to exceed twice the annual federal gift  
14 tax exclusion limit; in this paragraph, "presently exercisable general power of  
15 appointment," with respect to property or a property interest subject to a power of  
16 appointment, means power exercisable at the time in question to vest absolute  
17 ownership in the principal individually, the principal's estate, the principal's creditors,  
18 or the creditors of the principal's estate; the term includes a power of appointment not  
19 exercisable until the occurrence of a specified event, the satisfaction of an  
20 ascertainable standard, or the passage of a specified period only after the occurrence of  
21 the specified event, the satisfaction of the ascertainable standard, or the passage of the  
22 specified period; the term does not include a power exercisable in a fiduciary capacity  
23 or only by will; and

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

28 \* **Sec. 18.** AS 13.26.347 is amended to read:

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

1 contains additional language that

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

5 (2) supplements one or more of the powers enumerated in one or more  
6 of the subsections of AS 13.26.344 with respect to a section of the statutory form  
7 power of attorney that is not eliminated by the principal by specifically listing  
8 additional powers of the agent; [OR]

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

11 (4) relieves an agent of liability for breach of a duty under  
12 AS 13.26.327, except to the extent the provision

13 (A) relieves the agent of liability for breach of duty  
14 committed dishonestly, with an improper motive, or with reckless  
15 indifference to the purposes of the power of attorney or the best interest of  
16 the principal; or

17 (B) was inserted as a result of an abuse of a confidential or  
18 fiduciary relationship with the principal.

19 \* **Sec. 19.** AS 13.26.350 is amended to read:

20 **Sec. 13.26.350. When statutory form power of attorney is not affected by**  
21 **incapacity [DISABILITY OR INCOMPETENCE] of principal.** (a) The  
22 subsequent incapacity [DISABILITY OR INCOMPETENCE] of a principal does not  
23 revoke or terminate the authority of an agent [ATTORNEY-IN-FACT] who acts  
24 under a power of attorney in a writing executed by a principal if the writing contains  
25 the words "This power of attorney shall become effective upon the incapacity  
26 [DISABILITY] of the principal," or contains the words "This power of attorney shall  
27 not be affected by the subsequent incapacity [DISABILITY] of the principal," or  
28 words substantially similar showing the intent of the principal that the authority  
29 conferred shall be exercisable notwithstanding the principal's subsequent incapacity  
30 [DISABILITY, INCOMPETENCE,] or uncertainty as to whether the principal is dead  
31 or alive.

1 (b) An act done by an agent [ATTORNEY-IN-FACT] under a power granted  
 2 in a power of attorney under AS 13.26.332 - 13.26.344 during a period of incapacity  
 3 [DISABILITY, INCOMPETENCE,] or uncertainty as to whether the principal is dead  
 4 or alive has the same effect and enures to the benefit of and binds a principal and the  
 5 principal's distributees, devisees, legatees, and personal representatives as if there  
 6 were no incapacity of the principal [WERE COMPETENT AND NOT DISABLED].  
 7 If a conservator is later appointed for the principal, during the continuance of the  
 8 appointment, the agent is accountable to the conservator as well as to the principal  
 9 [THE ATTORNEY-IN-FACT SHALL ACCOUNT TO THE CONSERVATOR  
 10 RATHER THAN TO THE PRINCIPAL]. The conservator has the same power to  
 11 revoke, suspend, or terminate the power of attorney that the principal would have  
 12 if there was no incapacity of the principal [WERE NOT DISABLED OR  
 13 INCOMPETENT TO REVOKE, SUSPEND, OR TERMINATE THE POWER OF  
 14 ATTORNEY].

15 \* **Sec. 20.** AS 13.26.353(a) is repealed and reenacted to read:

16 (a) For purposes of AS 13.26.332 - 13.26.344,

17 (1) the incapacity of a principal shall be established by affidavit stating  
 18 that the principal is unable to manage property or business affairs because the  
 19 principal

20 (A) has an impairment in the ability to receive and evaluate  
 21 information or make or communicate decisions even with the use of  
 22 technological assistance, and this impairment is the result of mental illness,  
 23 mental deficiency, physical illness, physical disability, advanced age, use of  
 24 drugs, chronic intoxication, or other similar medical or psychological reason,  
 25 to such an extent that the principal is unable to manage the principal's property  
 26 or affairs; or

27 (B) is

28 (i) missing;

29 (ii) detained, including incarcerated in a penal system; or

30 (iii) outside the United States and unable to return; and

31 (2) if the incapacity is based on (1)(A) of this subsection, two

1 physicians or similarly qualified medical professionals who have personally examined  
 2 the principal shall sign the affidavit; however, the affidavit may be signed by only one  
 3 physician or similarly qualified medical professional if only one physician or similarly  
 4 qualified medical professional is available and the affidavit executed by the person  
 5 states that only one physician or similarly qualified medical professional is available.

6 \* **Sec. 21.** AS 13.26.353(b) is amended to read:

7 (b) A third party who relies on the reasonable representations of an **agent**  
 8 [ATTORNEY-IN-FACT] designated under **AS 13.26.332 - 13.26.347** [AS 13.26.332 -  
 9 13.26.344] as to a matter relating to a power granted by a properly executed statutory  
 10 form power of attorney does not incur a liability to the principal or the principal's  
 11 heirs, assigns, or estate as a result of permitting the **agent** [ATTORNEY-IN-FACT] to  
 12 exercise the authority granted by the power of attorney.

13 \* **Sec. 22.** AS 13.26 is amended by adding new sections to read:

14 **Sec. 13.26.354. Judicial relief.** (a) The following persons may petition a court  
 15 in accordance with the provisions of AS 13.26.165 - 13.26.324 to construe a power of  
 16 attorney, review the agent's conduct, and grant appropriate relief:

- 17 (1) the principal or the agent;  
 18 (2) the principal's attorney or other legal representative;  
 19 (3) a guardian, conservator, or other fiduciary acting for the principal;  
 20 (4) a person authorized to make health care decisions for the principal;  
 21 (5) the principal's spouse, parent, or descendant;  
 22 (6) an individual who would qualify as a presumptive heir of the  
 23 principal;  
 24 (7) a person named as a beneficiary to receive any property, benefit, or  
 25 contractual right on the principal's death or as a beneficiary of a trust created by or for  
 26 the principal that has a financial interest in the principal's estate;  
 27 (8) the Department of Health and Social Services, the Department of  
 28 Administration, the office of the long-term care ombudsman, or other governmental  
 29 agency having statutory authority to protect the welfare of the principal;  
 30 (9) the principal's caregiver, custodian, or another person that  
 31 demonstrates sufficient interest in the principal's welfare; and

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

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

5 **Sec. 13.26.355. Relationship to other laws.** (a) Except as provided in (c) of  
6 this section, AS 13.26.326 - 13.26.359 do not supersede any other law applicable to a  
7 financial institution or other entity, and the other law controls if inconsistent with  
8 AS 13.26.326 - 13.26.359.

9 (b) The remedies in AS 13.26.326 - 13.26.359 are not exclusive and do not  
10 abrogate any right or remedy under the law of this state.

11 (c) AS 13.26.326 - 13.26.359 modify, limit, or supersede 15 U.S.C. 7001 -  
12 7031 (Electronic Signatures in Global and National Commerce Act), but do not  
13 modify, limit, or supersede 15 U.S.C. 7001(c), or authorize electronic delivery of any  
14 of the notices described in 15 U.S.C. 7003(b).

15 \* **Sec. 23.** AS 13.26.356 is amended to read:

16 **Sec. 13.26.356. Powers of attorney not revoked until notice of death or**  
17 **incapacity [DISABILITY].** (a) The death [, DISABILITY] or **incapacity**  
18 [INCOMPETENCE] of a principal who has executed a power of attorney in writing  
19 does not revoke or terminate the agency as to the [ATTORNEY-IN-FACT,] agent [,]  
20 or other person who, without actual knowledge of the death [, DISABILITY,] or  
21 **incapacity** [INCOMPETENCE] of the principal, acts in good faith under the power of  
22 attorney [OR AGENCY]. Action so taken, unless otherwise invalid or unenforceable,  
23 binds the principal and the heirs, devisees, and personal representatives of the  
24 principal.

25 (b) An affidavit executed by the [ATTORNEY-IN-FACT OR] agent stating  
26 that the [ATTORNEY-IN-FACT OR] agent did not have, at the time of doing an act  
27 under the power of attorney, actual knowledge of the revocation or termination of the  
28 power of attorney by death [, DISABILITY] or **incapacity** [INCOMPETENCE], is, in  
29 the absence of fraud, conclusive proof of the nonrevocation or nontermination of the  
30 power **of attorney** at that time. If the exercise of the power **of attorney** requires  
31 execution and delivery of an instrument that is recordable, the affidavit when

1 authenticated for record is likewise recordable.

2 (c) A special power of attorney created before September 4, 1988, shall be  
3 construed to grant the agent [ATTORNEY-IN-FACT] the powers set out in that  
4 special power of attorney.

5 \* **Sec. 24.** AS 13.26 is amended by adding a new section to read:

6 **Sec. 13.26.357. Execution of power of attorney.** (a) A power of attorney  
7 executed in this state is valid if the principal

8 (1) signs the power of attorney or, if the principal is physically unable  
9 to sign the power of attorney, directs, in the principal's conscious presence, another  
10 individual to sign the principal's name on the power of attorney; and

11 (2) acknowledges the signature before a notary public or other  
12 individual authorized by law to take acknowledgments.

13 (b) Notwithstanding AS 44.50.062(5)(A), a notary public may consider that  
14 the principal has signed a power of attorney if the principal is physically unable to sign  
15 the power of attorney, and, in the presence of the notary public, directs another  
16 individual to sign under (a)(1) of this section.

17 \* **Sec. 25.** AS 13.26.358(a) is amended to read:

18 (a) A public home care provider may not accept a designation as  
19 [ATTORNEY-IN-FACT OR] agent by general or special power of attorney for an  
20 individual to whom the provider furnishes services unless the designation is held  
21 jointly with another individual who is not a public home care provider.

22 \* **Sec. 26.** AS 13.26 is amended by adding a new section to article 5 to read:

23 **Sec. 13.26.359. Definitions.** In AS 13.26.326 - 13.26.359,

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

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

28 (3) "incapacity" means inability of an individual to manage property or  
29 business affairs because the individual

30 (A) has an impairment in the ability to receive and evaluate  
31 information or make or communicate decisions even with the use of

1 technological assistance; or

2 (B) is

3 (i) missing;

4 (ii) detained, including incarcerated in a penal system; or

5 (iii) outside the United States and unable to return; and

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

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

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

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

16 (D) an annuity or custodial account under 26 U.S.C. 403(b)  
17 (Internal Revenue Code), as amended;

18 (E) a pension, profit-sharing, stock bonus, or other retirement  
19 plan qualified under 26 U.S.C. 401(a) (Internal Revenue Code), as amended;

20 (F) a plan under 26 U.S.C. 457(b) (Internal Revenue Code), as  
21 amended; and

22 (G) a nonqualified deferred compensation plan under 26 U.S.C.  
23 409A (Internal Revenue Code), as amended.

24 \* **Sec. 27.** AS 13 is amended by adding a new chapter to read:

25 **Chapter 28. Recognition of Substitute Decision-Making Documents.**

26 **Sec. 13.28.010. Validity of substitute decision-making document.** (a) A  
27 substitute decision-making document for property executed outside this state is valid  
28 in this state if, when the document was executed, the execution complied with the law  
29 of the jurisdiction indicated in the document or, if jurisdiction is not indicated, the law  
30 of the jurisdiction in which the document was executed.

31 (b) Except as provided in AS 13.52.010 and 13.52.247, a substitute decision-

1 making document for health care or personal care executed outside this state is valid in  
2 this state if, when the document was executed, the execution complied with

3 (1) the law of the jurisdiction indicated in the document or, if  
4 jurisdiction is not indicated, the law of the jurisdiction in which the document was  
5 executed; or

6 (2) the laws of this state other than this chapter.

7 (c) Except as otherwise provided by a law of this state other than this chapter, a  
8 photocopy or electronically transmitted copy of an original substitute decision-making  
9 document has the same effect as the original.

10 **Sec. 13.28.020. Meaning and effect of substitute decision-making**  
11 **document.** The meaning and effect of a substitute decision-making document and the  
12 authority of the decision maker are determined by the law of the jurisdiction indicated  
13 in the substitute decision-making document or, if jurisdiction is not indicated, the law  
14 of the jurisdiction in which the substitute decision-making document was executed.

15 **Sec. 13.28.030. Reliance on substitute decision-making document.** (a)  
16 Except as otherwise provided in AS 13.26.328, a person that in good faith accepts a  
17 substitute decision-making document without actual knowledge that the document is  
18 void, invalid, or terminated, or that the purported decision maker's authority is void,  
19 invalid, or terminated, may, without inquiry, assume that the document is genuine,  
20 valid, and still in effect and that the decision maker's authority is genuine, valid, and  
21 still in effect.

22 (b) A person that is asked to accept a substitute decision-making document  
23 may request and may, without further investigation, rely on

24 (1) the decision maker's assertion of a fact concerning the individual for  
25 whom a decision will be made, the decision maker, or the document;

26 (2) a translation of the document if the document contains, in whole or  
27 in part, a language other than English; and

28 (3) an opinion of counsel regarding any matter of law concerning the  
29 document if the person requesting the opinion provides in a record the reason for the  
30 request.

31 **Sec. 13.28.040. Obligation to accept substitute decision-making document.**

1 (a) Except as otherwise provided in (b) of this section or by a law of this state other  
 2 than this chapter, a person shall, within a reasonable time, accept a substitute decision-  
 3 making document that purportedly meets the validity requirements of AS 13.28.010  
 4 and may not require an additional or different form of document for authority granted  
 5 in the document presented.

6 (b) A person is not required to accept a substitute decision-making document if

7 (1) the person otherwise would not be required in the same  
 8 circumstances to act if requested by the individual who executed the document;

9 (2) the person has actual knowledge of the termination of the decision  
 10 maker's authority or the document;

11 (3) the person's request under AS 13.28.030(b) for the decision maker's  
 12 assertion of fact, a translation, or an opinion of counsel is refused;

13 (4) the person in good faith believes that the document is not valid or  
 14 that the decision maker does not have the authority to request a particular transaction  
 15 or action; or

16 (5) the person makes, or has actual knowledge that another person has  
 17 made, a report to the office of the Department of Health and Social Services that  
 18 administers adult protective services stating a belief that the individual for whom a  
 19 decision will be made may be subject to abuse, neglect, exploitation, or abandonment  
 20 by the decision maker or a person acting for or with the decision maker.

21 (c) A person that, in violation of this section, refuses to accept a substitute  
 22 decision-making document is subject to

23 (1) a court order mandating acceptance of the document; and

24 (2) liability as provided by the court rules of this state for attorney fees  
 25 and costs incurred in an action or proceeding that mandates acceptance of the  
 26 document.

27 **Sec. 13.28.050. Remedies under other law.** The remedies under this chapter  
 28 are not exclusive and do not abrogate any right or remedy under a law of this state  
 29 other than this chapter.

30 **Sec. 13.28.060. Uniformity of application and construction.** In applying and  
 31 construing this chapter, consideration shall be given to the need to promote uniformity

1 of the law with respect to its subject matter among the states that enact it.

2 **Sec. 13.28.070. Relation to Electronic Signatures in Global and National**  
3 **Commerce Act.** This chapter modifies, limits, or supersedes 15 U.S.C. 7001 - 7031  
4 (Electronic Signatures in Global and National Commerce Act), but does not modify,  
5 limit, or supersede 15 U.S.C. 7001(c), or authorize electronic delivery of any of the  
6 notices described in 15 U.S.C. 7003(b).

7 **Sec. 13.28.090. Definitions.** In this chapter,

8 (1) "decision maker" means a person authorized to act for an individual  
9 under a substitute decision-making document or to whom a decision maker's authority  
10 is delegated, whether denominated a decision maker, agent, attorney-in-fact, proxy,  
11 representative, original decision maker, co-decision maker, successor decision maker,  
12 or otherwise;

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

14 (3) "health care" means a service or procedure to maintain, diagnose,  
15 treat, or otherwise affect an individual's physical or mental condition;

16 (4) "person" means an individual, estate, business or nonprofit entity,  
17 public corporation, government or governmental subdivision, agency, or  
18 instrumentality, or other legal entity;

19 (5) "personal care" means an arrangement or a service to provide an  
20 individual with shelter, food, clothing, transportation, education, recreation, social  
21 contact, or assistance with the activities of daily living;

22 (6) "property" means anything that may be subject to ownership,  
23 whether real or personal or legal or equitable, or any interest or right in the thing;

24 (7) "record" means information that is inscribed on a tangible medium  
25 or that is stored in an electronic or other medium and is retrievable in perceivable  
26 form;

27 (8) "substitute decision-making document" means a record created by  
28 an individual to authorize a decision maker to act for the individual with respect to  
29 property, health care, or personal care.

30 **Sec. 13.28.095. Short title.** This chapter may be cited as the Uniform  
31 Recognition of Substitute Decision-Making Documents Act.

1 \* **Sec. 28.** AS 13.26.338(a), 13.26.344(n), and 13.26.353(c) are repealed.

2 \* **Sec. 29.** The uncodified law of the State of Alaska is amended by adding a new section to  
3 read:

4 **APPLICABILITY.** (a) This Act

5 (1) applies to a power of attorney or substitute decision-making document  
6 created on or after the effective date of this Act;

7 (2) applies to a judicial proceeding commenced on or after the effective date of  
8 this Act concerning a power of attorney or substitute decision-making document created on or  
9 after the effective date of this Act; and

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

11 (b) In this section, "substitute decision-making document" has the meaning given in  
12 AS 13.28.090, enacted by sec. 27 of this Act.

13 \* **Sec. 30.** This Act takes effect January 1, 2017.

# LEGAL SERVICES

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## MEMORANDUM

April 6, 2016

**SUBJECT:** SCS CSHB 8( ) relating to powers of attorney and other substitute decision-making documents  
(Work Order No. 29-LS0055L)

**TO:** Senator Mia Costello  
Attn: Juliana Melin

**FROM:** *TB*  
Terry Bannister  
Legislative Counsel

This memo accompanies the bill described above.

Retaining exception. The work order requested that an exception for AS 13.52.010 and 13.52.247 be removed from proposed sec. 13.28.010(b). Proposed sec. 13.28.010(b) addresses when a substitute decision-making document for health care from another state is valid in this state.

When we discussed the matter on the phone, I recommended retaining that exception. Without the exception, proposed sec. 13.28.010(b) would conflict with the provisions in the state's Health Care Decisions Act (AS 13.52) that address the validity of certain documents made in other states. The criteria in AS 13.52.247(a) are somewhat different from those in proposed sec. 13.28.010(b). You instructed me to retain the exception.

If I may be of further assistance, please advise.

TLB:lem  
16-320.lem

Attachment

REPRESENTATIVE  
SHELLEY HUGHES

Transportation  
Co-Chair  
Labor and Commerce  
Vice Chair  
Unmanned Aircraft Systems Legislative Task Force  
Co-Chair  
Military & Veterans' Affairs Committee  
Community & Regional Affairs Committee  
Transportation Finance Subcommittee  
Corrections Finance Subcommittee  
Fish & Game Subcommittee

# ALASKA STATE LEGISLATURE



HOUSE OF REPRESENTATIVES  
District 11 – Greater Palmer

Session:  
State Capitol, Room 13  
Juneau, Alaska 99801-1182  
907-465-3743

Interim:  
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## HB8 Powers of Attorney and Substitute Decision-Making Documents Version G to L

### Explanation of Changes April 8, 2016

Page 5, lines 2 and 10:

Change "seven" to "five".

Page 5, line 13:

Change "five" to "three".

Explanation:

Three amendments change the wait times by two fewer days, for businesses and financial institutions to honor the Agent's powers. When the Agent is acting on behalf of the Principle in honesty, reducing the wait time to less than two weeks, could reduce the possibility for unforeseen consequences. A delay to recognize the POA could result in late payments with fees and can cause undue stress and unnecessary administrative burden on the Agent.

Page 7, lines 3-10:

Delete all material.

Renumber remaining bill sections accordingly.

Page 38, lines 16-17:

Delete "Except as provided in AS 13.26.331, a"

Insert "A"

Explanation:

Two amendments are conforming amendments so that the Power of Attorney statutes adopted in this Act work seamlessly with the provisions in Chapter 28. These amendments remove duplicative language and eliminate any statutory instruction that does not match both the Power of Attorney and the Recognition of Substitute Decision-Making Documents provisions.

Page 8, line 7-13

Delete: "Mark the box for "NO" that is opposite a category below to indicate that you are not giving your agent or agents the power in that category. Mark a box for every category. If you do not mark either of the boxes opposite a category, or if you mark both of the boxes"

Insert: "If you do not mark a box"

Page 8, line 21 through Page 9, line 10

Remove the "NO" column

Page 13, lines 23- 26

Delete: "(5) if the principal has failed to mark either of the "Yes" or "No" boxes opposite a category of power, or if the principal has marked both the "Yes" or "No" boxes opposite a category of power, the agent does not have the power in that category."

Explanation:

Three amendments change the statutory form to offer only a "Yes" column for the principal to indicate which powers are to be given to the agent. The amendments remove additional instruction on completing the form to fit a single option response rather than a "yes" – "no" option.

29-LS0055\L  
Bannister  
4/6/16

**SENATE CS FOR CS FOR HOUSE BILL NO. 8( )**  
**IN THE LEGISLATURE OF THE STATE OF ALASKA**  
**TWENTY-NINTH LEGISLATURE - SECOND SESSION**

BY

Offered:  
Referred:

Sponsor(s): REPRESENTATIVES HUGHES, Gruenberg

SENATOR Giessel

**A BILL**

**FOR AN ACT ENTITLED**

1 **"An Act relating to powers of attorney and other substitute decision-making documents;**  
2 **relating to the uniform probate code; relating to notaries public; and providing for an**  
3 **effective date."**

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

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

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

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

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

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

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

1 terminated by the principal's incapacity; in this paragraph, "incapacity" has the  
2 meaning given in AS 13.26.359;

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

5 (59) "power of attorney" means a writing or other record that grants  
6 authority to an agent to act in the place of the principal, whether or not the term  
7 "power of attorney" is used;

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

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

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

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

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

17 \* **Sec. 4.** AS 13.26 is amended by adding new sections to article 5 to read:

18 **Sec. 13.26.326. Agent's acceptance and liability.** (a) Except as otherwise  
19 provided in the power of attorney, a person accepts appointment as an agent under a  
20 power of attorney by exercising authority or performing duties as an agent or by any  
21 other assertion or conduct indicating acceptance.

22 (b) An agent that violates a provision in AS 13.26.326 - 13.26.359 is liable to  
23 the principal or the principal's successors in interest for the amount required to

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

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

28 **Sec. 13.26.327. Agent's duties.** (a) Notwithstanding provisions in the power of  
29 attorney, an agent that has accepted appointment shall

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

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(2) act in good faith; and  
(3) act only within the scope of authority granted in the power of attorney.

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

- (1) act loyally for the principal's benefit;
- (2) act so as not to create a conflict of interest that impairs the agent's ability to act impartially in the principal's best interest;
- (3) act with the care, competence, and diligence ordinarily exercised by agents in similar circumstances;
- (4) keep a record of all receipts, disbursements, and transactions made on behalf of the principal;
- (5) cooperate with a person that has authority to make health care decisions for the principal to carry out the principal's reasonable expectations to the extent actually known by the agent and, otherwise, act in the principal's best interest; and

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

- (A) the value and nature of the principal's property;
- (B) the principal's foreseeable obligations and need for maintenance;
- (C) minimization of taxes, including income, estate, inheritance, generation-skipping transfer, and gift taxes; and
- (D) eligibility for a benefit, a program, or assistance under a statute or regulation.

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

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

1 principal.

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

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

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

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

22 **Sec. 13.26.328. Acceptance of power of attorney.** (a) A third party asked to  
23 accept a power of attorney may request, and rely upon, without further investigation

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

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

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

31 (b) An English translation or an opinion of counsel requested under this section

1 must be provided at the principal's expense unless the request is made more than five  
2 business days after the power of attorney is presented for acceptance.

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

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

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

11 (2) if a person requests a certification, a translation, or an opinion of  
12 counsel under (a) of this section, the person shall accept the power of attorney not later  
13 than three business days after receipt of the certification, translation, or opinion of  
14 counsel; and

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

17 (e) Notwithstanding AS 13.26.357, a person is not required to accept an  
18 acknowledged power of attorney if

19 (1) the person is not otherwise required to engage in a transaction with  
20 the principal in the same circumstances;

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

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

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

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

31 (6) the person makes, or has actual knowledge that another person has

1 made, a report to Department of Health and Social Services or other governmental  
2 agency, stating a good faith belief that the principal may be subject to physical or  
3 financial abuse, neglect, exploitation, or abandonment by the agent or a person acting  
4 for or with the agent.

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

7 (1) a court order mandating acceptance of the power of attorney; and

8 (2) liability as provided by court rules of this state for attorney fees and  
9 costs incurred in any action or proceeding that confirms the validity of the power of  
10 attorney or mandates acceptance of the power of attorney.

11 **Sec. 13.26.329. Termination of power of attorney; agent's resignation;**  
12 **notice.** (a) Except as provided in AS 13.26.356, a power of attorney terminates when

13 (1) the principal dies;

14 (2) there is an incapacity of the principal, if the power of attorney is not  
15 durable;

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

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

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

19 (6) the principal revokes the agent's authority, there is an incapacity of  
20 the agent, the agent dies, or the agent resigns, and the power of attorney does not  
21 provide for another agent to act under the power of attorney.

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

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

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

28 (A) the principal's custodian or caregiver;

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

31 (C) a governmental agency having statutory authority to protect

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the welfare of the principal.

\* **Sec. 5.** AS 13.26.332 is amended to read:

**Sec. 13.26.332. Statutory form power of attorney.** A person who wishes to designate another as [ATTORNEY-IN-FACT OR] agent by a power of attorney may execute a statutory power of attorney set out in substantially the following form:

**GENERAL POWER OF ATTORNEY**

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

YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME.

Pursuant to AS 13.26.338 - 13.26.359 [AS 13.26.338 - 13.26.353], I, (Name of principal), of (Address of principal), do hereby appoint (Name and address of agent or agents), my agent(s) [ATTORNEY(S)-IN-FACT] to act as indicated below 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 AS 13.26.344, to the full extent that I am permitted by law to act through an agent:

**MARK THE BOXES BELOW TO INDICATE THE POWERS YOU WANT TO GIVE YOUR AGENT OR AGENTS. MARK THE BOX FOR "YES" THAT IS OPPOSITE A CATEGORY BELOW TO GIVE YOUR AGENT OR AGENTS THE POWER IN THAT CATEGORY. IF YOU DO NOT MARK A BOX OPPOSITE A CATEGORY, YOUR AGENT OR AGENTS WILL NOT HAVE THE POWER IN THAT**

1           **CATEGORY** [THE AGENT OR AGENTS YOU HAVE  
 2 APPOINTED WILL HAVE ALL THE POWERS LISTED BELOW  
 3 UNLESS YOU DRAW A LINE THROUGH A CATEGORY, AND  
 4 INITIAL THE BOX OPPOSITE THAT CATEGORY].

- |   | <u>YES</u> |
|---|------------|
| 5   |            |
| 6           (A) real estate transactions                    | ()         |
| 7           (B) transactions involving tangible personal    |            |
| 8                 property, chattels, and goods             | ()         |
| 9           (C) bonds, shares, and commodities transactions | ()         |
| 10          (D) banking transactions                        | ()         |
| 11          (E) business operating transactions             | ()         |
| 12          (F) insurance transactions                      | ()         |
| 13          (G) estate transactions                         | ()         |
| 14          (H) <b>retirement plans</b> [GIFT TRANSACTIONS] | ()         |
| 15          (I) claims and litigation                       | ()         |
| 16          (J) personal relationships and affairs          | ()         |
| 17          (K) benefits from government programs           |            |
| 18                 and <b>civil or</b> military service     | ()         |
| 19          (L) records, reports, and statements            | ()         |
| 20          (M) [DELEGATION                                 | ()         |
| 21          (N)] voter registration and absentee            |            |
| 22                 ballot requests                          | ()         |
| 23 <b>(N)</b> [(O)] all other matters, including those      |            |
| 24                 specified as follows:                    | ()         |

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27 \_\_\_\_\_

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

29           **The agent or agents you have appointed WILL NOT have**

30 **the power to do any of the following acts UNLESS you MARK the**

31 **box opposite that category:**

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- ( ) create, amend, revoke, or terminate an inter vivos trust;
- ( ) make a gift, subject to the limitations of AS 13.26.344(q) and any special instructions in this power of attorney;
- ( ) create or change a beneficiary designation;
- ( ) revoke a transfer on death deed made under AS 13.48;
- ( ) create or change rights of survivorship;
- ( ) delegate authority granted under the power of attorney;
- ( ) waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;
- ( ) exercise fiduciary powers that the principal has authority to delegate.

IF YOU HAVE APPOINTED MORE THAN ONE AGENT, **MARK** [CHECK] ONE OF THE FOLLOWING:

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

TO INDICATE WHEN THIS DOCUMENT SHALL BECOME EFFECTIVE, **MARK** [CHECK] ONE OF THE FOLLOWING:

- ( ) This document shall become effective upon the date of my signature.
- ( ) This document shall become effective upon the date of my **incapacity** [DISABILITY] and shall not otherwise be affected by my **incapacity** [DISABILITY].

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

- ( ) This document shall not be affected by my subsequent **incapacity** [DISABILITY].
- ( ) This document shall be revoked by my subsequent **incapacity**

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[DISABILITY].

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

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

NOTICE OF REVOCATION OF THE POWERS GRANTED IN THIS DOCUMENT

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

NOTICE TO THIRD PARTIES

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

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

\_\_\_\_\_  
Signature of Principal  
Acknowledged before me at \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_  
Signature of Officer or Notary

**If a person other than the principal executes the signature for the principal, the person may not be a person who is appointed an agent in the power of attorney, and the following signature line and notary verification must also be completed:**

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

\_\_\_\_\_  
**Signature of person signing at the request of**

**Name of Principal**

\_\_\_\_\_  
**Printed name of person signing**

\_\_\_\_\_  
**Form of identification of person signing**

\_\_\_\_\_  
**Acknowledged before me at**

\_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
**Signature of Officer or Notary**

\* Sec. 6. AS 13.26.335 is amended to read:  
**Sec. 13.26.335. Additional optional provisions to statutory form power of attorney.** Each of the following provisions may be included in a statutory form power of attorney:

- (1) [REPEALED.
- (2)] YOU MAY DESIGNATE AN ALTERNATE **AGENT** [ATTORNEY-IN-FACT]. ANY ALTERNATE YOU DESIGNATE WILL BE ABLE TO EXERCISE THE SAME POWERS AS THE AGENT(S) YOU NAMED AT THE BEGINNING

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OF THIS DOCUMENT. IF YOU WISH TO DESIGNATE AN ALTERNATE OR ALTERNATES, COMPLETE THE FOLLOWING:

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

First alternate or successor agent [ATTORNEY-IN-FACT]

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

\_\_\_\_\_  
Second alternate or successor agent [ATTORNEY-IN-FACT]

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

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

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

\* Sec. 7. AS 13.26.341 is amended to read:

**Sec. 13.26.341. Applicability of provisions of statutory form power of attorney.** In the instrument set out in AS 13.26.332 - 13.26.335,

(1) if the principal has appointed more than one person to act as [ATTORNEY-IN-FACT OR] agent and failed to mark [CHECK] whether the agents may act "jointly" or "severally," the agents are required to act jointly;

(2) if the principal has failed to indicate when the instrument shall become effective, the instrument shall become effective upon the date of the principal's signature;

(3) if the principal has indicated that the instrument shall become effective upon the date of the principal's signature or has failed to indicate when the

1 instrument shall become effective and has failed to indicate the effect of the principal's  
2 subsequent incapacity [DISABILITY] on the instrument, the instrument shall be  
3 revoked by the subsequent incapacity [DISABILITY] of the principal;

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

6 \* **Sec. 8.** AS 13.26.344(a) is amended to read:

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

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

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

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

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

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

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

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

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

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

16 (9) execute, acknowledge, seal, and deliver a deed, [REVOCATION,  
 17 DECLARATION OR MODIFICATION OF TRUST,] mortgage, lease, notice, check,  
 18 or other instrument that the agent considers useful for the accomplishment of any of  
 19 the purposes enumerated in this subsection;

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

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

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

30 \* **Sec. 9.** AS 13.26.344(b) is amended to read:

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

1 authority with respect to tangible personal property, chattels, and goods transactions  
2 shall be construed to mean that, as to tangible personal property, chattels, or goods  
3 owned by the principal, whether located in the state or elsewhere, the principal  
4 authorizes the agent to

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

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

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

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

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

1 by the power of attorney;

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

7 (7) execute, acknowledge, seal, and deliver a conveyance,  
8 [REVOCAION, DECLARATION OR MODIFICATION OF TRUST,] mortgage,  
9 lease, notice, check or other instrument that the agent considers useful for the  
10 accomplishment of the purposes enumerated in this subsection;

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

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

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

22 \* **Sec. 10.** AS 13.26.344(c) is amended to read:

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

27 (1) accept as a gift, or as a security for a loan, reject, demand, buy,  
28 receive, or otherwise acquire either ownership or possession of, a bond, share, or  
29 instrument of similar character including, by way of illustration, but not of restriction,  
30 stock in a corporation organized under 43 U.S.C. 1601 et seq. (Alaska Native Claims  
31 Settlement Act), commodity interest, or an instrument with respect to a bond, share, or

1 instruments of similar character, together with the interest, dividends, proceeds, or  
2 other distributions connected with a bond, share, or instrument of a similar character;

3 (2) sell, exchange, transfer, release, surrender, hypothecate, pledge,  
4 [REVOKE, CREATE, OR MODIFY A TRUST,] grant options concerning, loan, trade  
5 in, or otherwise dispose of a bond, share, instrument of similar character, commodity  
6 interest, or a related instrument;

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

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

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

31 (6) employ, in any way believed to be desirable by the agent, a bond,

1 share, other instrument of similar character, commodity interest, or a related  
2 instrument, in which the principal has or claims to have an interest, for the protection  
3 or continued operation of a speculative or margin transaction personally begun or  
4 personally guaranteed, in whole or in part, by the principal;

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

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

17 (9) execute, acknowledge, seal, and deliver a consent, agreement,  
18 authorization, assignment, [REVOCAION, DECLARATION OR MODIFICATION  
19 OF TRUST,] notice, waiver of notice, check, or other instrument that the agent  
20 considers useful for the accomplishment of the purposes enumerated in this  
21 subsection;

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

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

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

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

4 \* **Sec. 11.** AS 13.26.344(d) is amended to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 (17) do any other act or acts that the principal can do through an agent  
6 in connection with a banking transaction that does or might in any way affect the  
7 financial or other interests of the principal.

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

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

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

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

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

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

30 (B) determine the policy of the enterprise as to the location of  
31 the site or sites to be used for its operation, the nature and extent of the

1 business to be undertaken by it, the methods of manufacturing, selling,  
2 merchandising, financing, accounting, and advertising to be employed in its  
3 operation, the amount and types of insurance to be carried, the mode of  
4 securing compensation and dealing with accountants, attorneys, and employees  
5 required for its operation, agree and contract, in any manner, and with any  
6 person and on any terms, that the agent considers desirable or necessary to  
7 carry out any or all of the decisions of the agent as to policy, and perform,  
8 rescind, reform, release, or modify an agreement or contract or any other  
9 similar agreement or contract made by or on behalf of the principal;

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

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

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

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

30 (6) to demand, receive, or obtain money or any other thing of value to  
31 which the principal is or may claim to be entitled as the proceeds of a business

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

5 (7) to execute, acknowledge, seal, and deliver a deed, assignment,  
6 mortgage, lease, notice, consent, agreement, authorization check, or other instrument  
7 that the agent considers useful for the accomplishment of any of the purposes  
8 enumerated in this subsection;

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

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

17 (10) to operate, buy, sell, enlarge, reduce, or terminate an  
18 ownership interest;

19 (11) to put additional capital into an entity or business in which the  
20 principal has an interest;

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

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

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

26 (15) to [AND (10)] do any other act or acts that the principal can do  
27 through an agent in connection with a business operated by the principal that the agent  
28 considers desirable or necessary for the furtherance or protection of the interests of the  
29 principal.

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

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

1 authority with respect to insurance transactions shall be construed to mean that, as to a  
2 contract of insurance in which the principal has an interest, whether in the state or  
3 elsewhere, the principal authorizes the agent to

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

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

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

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

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

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

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

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

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

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

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

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

31 (13) exercise investment powers available under a contract of

1           **insurance or annuity; and**

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

6       \* **Sec. 14.** AS 13.26.344(h) is repealed and reenacted to read:

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

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

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

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

15                   (4) make contributions to a retirement plan;

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

17                   (6) borrow from, sell assets to, or purchase assets from a retirement  
18           plan.

19       \* **Sec. 15.** AS 13.26.344(j) is amended to read:

20                   (j) In a statutory form power of attorney, the language conferring general  
21           authority with respect to personal relationships **is neither dependent on, nor limited**  
22           **by, authority that an agent may or may not have with respect to gifts under**  
23           **AS 13.26.326 - 13.26.359, and** shall be construed to mean that, as to real and personal  
24           property owned by the principal, whether in the state or elsewhere, the principal  
25           authorizes the agent to

26                   (1) do all acts necessary to maintain the customary standard of living of  
27           the spouse, children, [AND] other dependents of the principal, **whether living when**  
28           **the power of attorney is executed or later born, and individuals whom the**  
29           **principal has customarily supported or indicated the intent to support,** including  
30           by way of illustration and not by way of restriction, power to provide living quarters  
31           by purchase, **by** lease, or by other contract, or by any payment of the operating costs,

1 including interest, amortization payments, repairs, and taxes, of premises owned by  
2 the principal and occupied by the principal's family or dependents, to provide normal  
3 domestic help for the operation of the household, to provide usual vacations and usual  
4 travel expenses, to provide usual educational facilities, [AND] to provide funds for all  
5 the current living costs of the spouse, children, and other dependents, including,  
6 among other things, shelter, clothing, food, and incidentals, and to make periodic  
7 payments of child support and other family maintenance required by a court or  
8 governmental agency or an agreement to which the principal is a party;

9 (2) provide, whenever necessary, medical, dental, and surgical care,  
10 hospitalization, and custodial care for the spouse, children, and other dependents of the  
11 principal;

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

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

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

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

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

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

1 which the principal is or may become or may claim to be entitled as remuneration for  
2 services performed, or as a stock dividend or distribution, or as interest or principal  
3 upon indebtedness, or as a periodic distribution of profits from any partnership or  
4 business in which the principal has or claims an interest, and endorse, collect, or  
5 otherwise realize upon an instrument for the payment received;

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

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

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

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

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

31 (14) do any other act or acts that the principal can do through an agent,

1 for the welfare of the spouse, children, or dependents of the principal or for the  
2 preservation and maintenance of the other personal relationships of the principal to a  
3 parent, relative, friend, or organization; and

4 (15) act as the principal's personal representative under 42 U.S.C.  
5 1320d (Health Insurance Portability and Accountability Act and secs. 1171 -  
6 1179, Social Security Act), as amended, and applicable regulations, in making  
7 decisions related to the past, present, or future payment for the provision of  
8 health care consented to by the principal or anyone authorized under the law of  
9 this state to consent to health care on behalf of the principal.

10 \* Sec. 16. AS 13.26.344(k) is amended to read:

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

16 (1) prepare and execute vouchers, applications, requests, forms, and  
17 other legal documents in the name of the principal for all benefits, bonuses, dividends,  
18 allowances, and reimbursements payable under any government program or military  
19 service of the United States, a state, or a subdivision, including allowances and  
20 reimbursements for transportation of the individuals described in (j)(1) of this  
21 section, and for shipment of their household effects, and receive, endorse, and  
22 collect the proceeds of a check payable to the order of the principal drawn on the  
23 treasurer or other fiscal officer or depository of the United States, a state, or a  
24 subdivision;

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

30 (3) prepare, file, and prosecute the claim of the principal to any benefit  
31 or assistance to which the principal is, or claims to be, entitled under the provisions of

1 a statute or regulation of the United States, a state, or a subdivision;

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

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

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

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

15 (8) do any other act or acts that the principal can do through an agent,  
16 and that [WHICH] the agent considers desirable or necessary to assure to the principal  
17 and to the dependents of the principal [,] the maximum possible benefit from the  
18 government programs or civil or military service of the United States, a state, or a  
19 subdivision.

20 \* **Sec. 17.** AS 13.26.344 is amended by adding a new subsection to read:

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

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

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

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

31 (C) minimization of taxes, including income, estate, inheritance,

1 generation-skipping transfer, and gift taxes;

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

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

6 (2) subject to (1) of this subsection, to make outright to, or for the  
7 benefit of, a person, a gift of any of the principal's property, including by the exercise  
8 of a presently exercisable general power of appointment held by the principal, in an  
9 amount for each donee not to exceed the annual dollar limits of the federal gift tax  
10 exclusion under 26 U.S.C. 2503(b) (Internal Revenue Code), as amended, without  
11 regard to whether the federal gift tax exclusion applies to the gift, or if the principal's  
12 spouse agrees to consent to a split gift under 26 U.S.C. 2513 (Internal Revenue Code),  
13 as amended, in an amount for each donee not to exceed twice the annual federal gift  
14 tax exclusion limit; in this paragraph, "presently exercisable general power of  
15 appointment," with respect to property or a property interest subject to a power of  
16 appointment, means power exercisable at the time in question to vest absolute  
17 ownership in the principal individually, the principal's estate, the principal's creditors,  
18 or the creditors of the principal's estate; the term includes a power of appointment not  
19 exercisable until the occurrence of a specified event, the satisfaction of an  
20 ascertainable standard, or the passage of a specified period only after the occurrence of  
21 the specified event, the satisfaction of the ascertainable standard, or the passage of the  
22 specified period; the term does not include a power exercisable in a fiduciary capacity  
23 or only by will; and

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

28 \* **Sec. 18.** AS 13.26.347 is amended to read:

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

1 contains additional language that

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

5 (2) supplements one or more of the powers enumerated in one or more  
6 of the subsections of AS 13.26.344 with respect to a section of the statutory form  
7 power of attorney that is not eliminated by the principal by specifically listing  
8 additional powers of the agent; [OR]

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

11 (4) relieves an agent of liability for breach of a duty under  
12 AS 13.26.327, except to the extent the provision

13 (A) relieves the agent of liability for breach of duty  
14 committed dishonestly, with an improper motive, or with reckless  
15 indifference to the purposes of the power of attorney or the best interest of  
16 the principal; or

17 (B) was inserted as a result of an abuse of a confidential or  
18 fiduciary relationship with the principal.

19 \* **Sec. 19.** AS 13.26.350 is amended to read:

20 **Sec. 13.26.350.** When statutory form power of attorney is not affected by  
21 incapacity [DISABILITY OR INCOMPETENCE] of principal. (a) The  
22 subsequent incapacity [DISABILITY OR INCOMPETENCE] of a principal does not  
23 revoke or terminate the authority of an agent [ATTORNEY-IN-FACT] who acts  
24 under a power of attorney in a writing executed by a principal if the writing contains  
25 the words "This power of attorney shall become effective upon the incapacity  
26 [DISABILITY] of the principal," or contains the words "This power of attorney shall  
27 not be affected by the subsequent incapacity [DISABILITY] of the principal," or  
28 words substantially similar showing the intent of the principal that the authority  
29 conferred shall be exercisable notwithstanding the principal's subsequent incapacity  
30 [DISABILITY, INCOMPETENCE,] or uncertainty as to whether the principal is dead  
31 or alive.

1 (b) An act done by an agent [ATTORNEY-IN-FACT] under a power granted  
2 in a power of attorney under AS 13.26.332 - 13.26.344 during a period of incapacity  
3 [DISABILITY, INCOMPETENCE,] or uncertainty as to whether the principal is dead  
4 or alive has the same effect and enures to the benefit of and binds a principal and the  
5 principal's distributees, devisees, legatees, and personal representatives as if there  
6 were no incapacity of the principal [WERE COMPETENT AND NOT DISABLED].  
7 If a conservator is later appointed for the principal, during the continuance of the  
8 appointment, the agent is accountable to the conservator as well as to the principal  
9 [THE ATTORNEY-IN-FACT SHALL ACCOUNT TO THE CONSERVATOR  
10 RATHER THAN TO THE PRINCIPAL]. The conservator has the same power to  
11 revoke, suspend, or terminate the power of attorney that the principal would have  
12 if there was no incapacity of the principal [WERE NOT DISABLED OR  
13 INCOMPETENT TO REVOKE, SUSPEND, OR TERMINATE THE POWER OF  
14 ATTORNEY].

15 \* **Sec. 20.** AS 13.26.353(a) is repealed and reenacted to read:

16 (a) For purposes of AS 13.26.332 - 13.26.344,

17 (1) the incapacity of a principal shall be established by affidavit stating  
18 that the principal is unable to manage property or business affairs because the  
19 principal

20 (A) has an impairment in the ability to receive and evaluate  
21 information or make or communicate decisions even with the use of  
22 technological assistance, and this impairment is the result of mental illness,  
23 mental deficiency, physical illness, physical disability, advanced age, use of  
24 drugs, chronic intoxication, or other similar medical or psychological reason,  
25 to such an extent that the principal is unable to manage the principal's property  
26 or affairs; or

27 (B) is

28 (i) missing;

29 (ii) detained, including incarcerated in a penal system; or

30 (iii) outside the United States and unable to return; and

31 (2) if the incapacity is based on (1)(A) of this subsection, two

1 physicians or similarly qualified medical professionals who have personally examined  
2 the principal shall sign the affidavit; however, the affidavit may be signed by only one  
3 physician or similarly qualified medical professional if only one physician or similarly  
4 qualified medical professional is available and the affidavit executed by the person  
5 states that only one physician or similarly qualified medical professional is available.

6 \* **Sec. 21.** AS 13.26.353(b) is amended to read:

7 (b) A third party who relies on the reasonable representations of an agent  
8 [ATTORNEY-IN-FACT] designated under AS 13.26.332 - 13.26.347 [AS 13.26.332 -  
9 13.26.344] as to a matter relating to a power granted by a properly executed statutory  
10 form power of attorney does not incur a liability to the principal or the principal's  
11 heirs, assigns, or estate as a result of permitting the agent [ATTORNEY-IN-FACT] to  
12 exercise the authority granted by the power of attorney.

13 \* **Sec. 22.** AS 13.26 is amended by adding new sections to read:

14 **Sec. 13.26.354. Judicial relief.** (a) The following persons may petition a court  
15 in accordance with the provisions of AS 13.26.165 - 13.26.324 to construe a power of  
16 attorney, review the agent's conduct, and grant appropriate relief:

- 17 (1) the principal or the agent;
- 18 (2) the principal's attorney or other legal representative;
- 19 (3) a guardian, conservator, or other fiduciary acting for the principal;
- 20 (4) a person authorized to make health care decisions for the principal;
- 21 (5) the principal's spouse, parent, or descendant;
- 22 (6) an individual who would qualify as a presumptive heir of the  
23 principal;
- 24 (7) a person named as a beneficiary to receive any property, benefit, or  
25 contractual right on the principal's death or as a beneficiary of a trust created by or for  
26 the principal that has a financial interest in the principal's estate;
- 27 (8) the Department of Health and Social Services, the Department of  
28 Administration, the office of the long-term care ombudsman, or other governmental  
29 agency having statutory authority to protect the welfare of the principal;
- 30 (9) the principal's caregiver, custodian, or another person that  
31 demonstrates sufficient interest in the principal's welfare; and

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

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

5 **Sec. 13.26.355. Relationship to other laws.** (a) Except as provided in (c) of  
6 this section, AS 13.26.326 - 13.26.359 do not supersede any other law applicable to a  
7 financial institution or other entity, and the other law controls if inconsistent with  
8 AS 13.26.326 - 13.26.359.

9 (b) The remedies in AS 13.26.326 - 13.26.359 are not exclusive and do not  
10 abrogate any right or remedy under the law of this state.

11 (c) AS 13.26.326 - 13.26.359 modify, limit, or supersede 15 U.S.C. 7001 -  
12 7031 (Electronic Signatures in Global and National Commerce Act), but do not  
13 modify, limit, or supersede 15 U.S.C. 7001(c), or authorize electronic delivery of any  
14 of the notices described in 15 U.S.C. 7003(b).

15 \* **Sec. 23.** AS 13.26.356 is amended to read:

16 **Sec. 13.26.356. Powers of attorney not revoked until notice of death or**  
17 **incapacity [DISABILITY].** (a) The death [, DISABILITY] or **incapacity**  
18 [INCOMPETENCE] of a principal who has executed a power of attorney in writing  
19 does not revoke or terminate the agency as to the [ATTORNEY-IN-FACT,] agent [,]  
20 or other person who, without actual knowledge of the death [, DISABILITY,] or  
21 **incapacity** [INCOMPETENCE] of the principal, acts in good faith under the power of  
22 attorney [OR AGENCY]. Action so taken, unless otherwise invalid or unenforceable,  
23 binds the principal and the heirs, devisees, and personal representatives of the  
24 principal.

25 (b) An affidavit executed by the [ATTORNEY-IN-FACT OR] agent stating  
26 that the [ATTORNEY-IN-FACT OR] agent did not have, at the time of doing an act  
27 under the power of attorney, actual knowledge of the revocation or termination of the  
28 power of attorney by death [, DISABILITY] or **incapacity** [INCOMPETENCE], is, in  
29 the absence of fraud, conclusive proof of the nonrevocation or nontermination of the  
30 power **of attorney** at that time. If the exercise of the power **of attorney** requires  
31 execution and delivery of an instrument that is recordable, the affidavit when

1 authenticated for record is likewise recordable.

2 (c) A special power of attorney created before September 4, 1988, shall be  
3 construed to grant the agent [ATTORNEY-IN-FACT] the powers set out in that  
4 special power of attorney.

5 \* **Sec. 24.** AS 13.26 is amended by adding a new section to read:

6 **Sec. 13.26.357. Execution of power of attorney.** (a) A power of attorney  
7 executed in this state is valid if the principal

8 (1) signs the power of attorney or, if the principal is physically unable  
9 to sign the power of attorney, directs, in the principal's conscious presence, another  
10 individual to sign the principal's name on the power of attorney; and

11 (2) acknowledges the signature before a notary public or other  
12 individual authorized by law to take acknowledgments.

13 (b) Notwithstanding AS 44.50.062(5)(A), a notary public may consider that  
14 the principal has signed a power of attorney if the principal is physically unable to sign  
15 the power of attorney, and, in the presence of the notary public, directs another  
16 individual to sign under (a)(1) of this section.

17 \* **Sec. 25.** AS 13.26.358(a) is amended to read:

18 (a) A public home care provider may not accept a designation as  
19 [ATTORNEY-IN-FACT OR] agent by general or special power of attorney for an  
20 individual to whom the provider furnishes services unless the designation is held  
21 jointly with another individual who is not a public home care provider.

22 \* **Sec. 26.** AS 13.26 is amended by adding a new section to article 5 to read:

23 **Sec. 13.26.359. Definitions.** In AS 13.26.326 - 13.26.359,

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

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

28 (3) "incapacity" means inability of an individual to manage property or  
29 business affairs because the individual

30 (A) has an impairment in the ability to receive and evaluate  
31 information or make or communicate decisions even with the use of

1 technological assistance; or

2 (B) is

3 (i) missing;

4 (ii) detained, including incarcerated in a penal system; or

5 (iii) outside the United States and unable to return; and

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

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

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

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

16 (D) an annuity or custodial account under 26 U.S.C. 403(b)  
17 (Internal Revenue Code), as amended;

18 (E) a pension, profit-sharing, stock bonus, or other retirement  
19 plan qualified under 26 U.S.C. 401(a) (Internal Revenue Code), as amended;

20 (F) a plan under 26 U.S.C. 457(b) (Internal Revenue Code), as  
21 amended; and

22 (G) a nonqualified deferred compensation plan under 26 U.S.C.  
23 409A (Internal Revenue Code), as amended.

24 \* **Sec. 27.** AS 13 is amended by adding a new chapter to read:

25 **Chapter 28. Recognition of Substitute Decision-Making Documents.**

26 **Sec. 13.28.010. Validity of substitute decision-making document.** (a) A  
27 substitute decision-making document for property executed outside this state is valid  
28 in this state if, when the document was executed, the execution complied with the law  
29 of the jurisdiction indicated in the document or, if jurisdiction is not indicated, the law  
30 of the jurisdiction in which the document was executed.

31 (b) Except as provided in AS 13.52.010 and 13.52.247, a substitute decision-

1 making document for health care or personal care executed outside this state is valid in  
2 this state if, when the document was executed, the execution complied with

3 (1) the law of the jurisdiction indicated in the document or, if  
4 jurisdiction is not indicated, the law of the jurisdiction in which the document was  
5 executed; or

6 (2) the laws of this state other than this chapter.

7 (c) Except as otherwise provided by a law of this state other than this chapter, a  
8 photocopy or electronically transmitted copy of an original substitute decision-making  
9 document has the same effect as the original.

10 **Sec. 13.28.020. Meaning and effect of substitute decision-making**  
11 **document.** The meaning and effect of a substitute decision-making document and the  
12 authority of the decision maker are determined by the law of the jurisdiction indicated  
13 in the substitute decision-making document or, if jurisdiction is not indicated, the law  
14 of the jurisdiction in which the substitute decision-making document was executed.

15 **Sec. 13.28.030. Reliance on substitute decision-making document.** (a)  
16 Except as otherwise provided in AS 13.26.328, a person that in good faith accepts a  
17 substitute decision-making document without actual knowledge that the document is  
18 void, invalid, or terminated, or that the purported decision maker's authority is void,  
19 invalid, or terminated, may, without inquiry, assume that the document is genuine,  
20 valid, and still in effect and that the decision maker's authority is genuine, valid, and  
21 still in effect.

22 (b) A person that is asked to accept a substitute decision-making document  
23 may request and may, without further investigation, rely on

24 (1) the decision maker's assertion of a fact concerning the individual for  
25 whom a decision will be made, the decision maker, or the document;

26 (2) a translation of the document if the document contains, in whole or  
27 in part, a language other than English; and

28 (3) an opinion of counsel regarding any matter of law concerning the  
29 document if the person requesting the opinion provides in a record the reason for the  
30 request.

31 **Sec. 13.28.040. Obligation to accept substitute decision-making document.**

1 (a) Except as otherwise provided in (b) of this section or by a law of this state other  
2 than this chapter, a person shall, within a reasonable time, accept a substitute decision-  
3 making document that purportedly meets the validity requirements of AS 13.28.010  
4 and may not require an additional or different form of document for authority granted  
5 in the document presented.

6 (b) A person is not required to accept a substitute decision-making document if

7 (1) the person otherwise would not be required in the same  
8 circumstances to act if requested by the individual who executed the document;

9 (2) the person has actual knowledge of the termination of the decision  
10 maker's authority or the document;

11 (3) the person's request under AS 13.28.030(b) for the decision maker's  
12 assertion of fact, a translation, or an opinion of counsel is refused;

13 (4) the person in good faith believes that the document is not valid or  
14 that the decision maker does not have the authority to request a particular transaction  
15 or action; or

16 (5) the person makes, or has actual knowledge that another person has  
17 made, a report to the office of the Department of Health and Social Services that  
18 administers adult protective services stating a belief that the individual for whom a  
19 decision will be made may be subject to abuse, neglect, exploitation, or abandonment  
20 by the decision maker or a person acting for or with the decision maker.

21 (c) A person that, in violation of this section, refuses to accept a substitute  
22 decision-making document is subject to

23 (1) a court order mandating acceptance of the document; and

24 (2) liability as provided by the court rules of this state for attorney fees  
25 and costs incurred in an action or proceeding that mandates acceptance of the  
26 document.

27 **Sec. 13.28.050. Remedies under other law.** The remedies under this chapter  
28 are not exclusive and do not abrogate any right or remedy under a law of this state  
29 other than this chapter.

30 **Sec. 13.28.060. Uniformity of application and construction.** In applying and  
31 construing this chapter, consideration shall be given to the need to promote uniformity

1 of the law with respect to its subject matter among the states that enact it.

2 **Sec. 13.28.070. Relation to Electronic Signatures in Global and National**  
3 **Commerce Act.** This chapter modifies, limits, or supersedes 15 U.S.C. 7001 - 7031  
4 (Electronic Signatures in Global and National Commerce Act), but does not modify,  
5 limit, or supersede 15 U.S.C. 7001(c), or authorize electronic delivery of any of the  
6 notices described in 15 U.S.C. 7003(b).

7 **Sec. 13.28.090. Definitions.** In this chapter,

8 (1) "decision maker" means a person authorized to act for an individual  
9 under a substitute decision-making document or to whom a decision maker's authority  
10 is delegated, whether denominated a decision maker, agent, attorney-in-fact, proxy,  
11 representative, original decision maker, co-decision maker, successor decision maker,  
12 or otherwise;

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

14 (3) "health care" means a service or procedure to maintain, diagnose,  
15 treat, or otherwise affect an individual's physical or mental condition;

16 (4) "person" means an individual, estate, business or nonprofit entity,  
17 public corporation, government or governmental subdivision, agency, or  
18 instrumentality, or other legal entity;

19 (5) "personal care" means an arrangement or a service to provide an  
20 individual with shelter, food, clothing, transportation, education, recreation, social  
21 contact, or assistance with the activities of daily living;

22 (6) "property" means anything that may be subject to ownership,  
23 whether real or personal or legal or equitable, or any interest or right in the thing;

24 (7) "record" means information that is inscribed on a tangible medium  
25 or that is stored in an electronic or other medium and is retrievable in perceivable  
26 form;

27 (8) "substitute decision-making document" means a record created by  
28 an individual to authorize a decision maker to act for the individual with respect to  
29 property, health care, or personal care.

30 **Sec. 13.28.095. Short title.** This chapter may be cited as the Uniform  
31 Recognition of Substitute Decision-Making Documents Act.

1 \* **Sec. 28.** AS 13.26.338(a), 13.26.344(n), and 13.26.353(c) are repealed.

2 \* **Sec. 29.** The uncodified law of the State of Alaska is amended by adding a new section to  
3 read:

4 APPLICABILITY. (a) This Act

5 (1) applies to a power of attorney or substitute decision-making document  
6 created on or after the effective date of this Act;

7 (2) applies to a judicial proceeding commenced on or after the effective date of  
8 this Act concerning a power of attorney or substitute decision-making document created on or  
9 after the effective date of this Act; and

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

11 (b) In this section, "substitute decision-making document" has the meaning given in  
12 AS 13.28.090, enacted by sec. 27 of this Act.

13 \* **Sec. 30.** This Act takes effect January 1, 2017.

# Fiscal Note

State of Alaska  
2016 Legislative Session

Bill Version: HB 8  
Fiscal Note Number: \_\_\_\_\_  
( ) Publish Date: \_\_\_\_\_

Identifier: HB008CS(JUD)-DOA-OPA-02-04-16  
Title: POWERS OF ATTORNEY  
Sponsor: HUGHES  
Requester: Senate Judiciary

Department: Department of Administration  
Appropriation: Legal and Advocacy Services  
Allocation: Office of Public Advocacy  
OMB Component Number: 43

**Expenditures/Revenues**

Note: Amounts do not include inflation unless otherwise noted below. (Thousands of Dollars)

	FY2017 Appropriation Requested	Included in Governor's FY2017 Request	Out-Year Cost Estimates					
			FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	
<b>OPERATING EXPENDITURES</b>								
Personal Services								
Travel								
Services								
Commodities								
Capital Outlay								
Grants & Benefits								
Miscellaneous								
<b>Total Operating</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**Fund Source (Operating Only)**

None								
<b>Total</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**Positions**

Full-time								
Part-time								
Temporary								

<b>Change in Revenues</b>								
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**Estimated SUPPLEMENTAL (FY2016) cost:** 0.0 *(separate supplemental appropriation required)*  
*(discuss reasons and fund source(s) in analysis section)*

**Estimated CAPITAL (FY2017) cost:** 0.0 *(separate capital appropriation required)*  
*(discuss reasons and fund source(s) in analysis section)*

**ASSOCIATED REGULATIONS**

Does the bill direct, or will the bill result in, regulation changes adopted by your agency? No  
If yes, by what date are the regulations to be adopted, amended or repealed?

**Why this fiscal note differs from previous version:**

Not applicable, initial version.

Prepared By: Richard Allen, Director  
Division: Office of Public Advocacy  
Approved By: Sheldon Fisher, Commissioner  
Agency: Department of Administration

Phone: (907)269-3504  
Date: 02/04/2016 02:30 PM  
Date: 02/05/16

FISCAL NOTE ANALYSIS

STATE OF ALASKA  
2016 LEGISLATIVE SESSION

BILL NO. CSHB 008

Analysis

If enacted into law, as drafted, would substantively amend AS 13.26, concerning power-of-attorney instruments, by clarifying and specifying the scope of an agent's duties and the liability of an agent for violation of statutorily prescribed duties.

The bill would also substantively amend provisions of AS 13.26 concerning the statutory form of power-of-attorney instrument, both as to the form itself and substantively by repealing some powers and subject matters and adding others.

The bill appears to be directed to the need to reform and update Alaska's statutes concerning power-of-attorney instruments in response to reports of abuse/fraud, changes in technology and changes in the Uniform Probate Code. The new law would affect a broad range of public and private transactions and entities, ranging from banking, business and commercial transactions and real property transactions to guardianship-conservatorship proceedings where abuse of the powers granted to an attorney-in-fact results in exploitation of an incapacitated or disabled individual.

Within the Office of Public Advocacy, the wards of the Public Guardian and the clients of the Office of Elder Fraud and Assistance would, depending on circumstances, be affected by the new law. The bill would make more definite and firm both the definition of what it means legally to be an agent of a principal under a power-of-attorney instrument, the scope of an agent's duties and liability for breach of duties and the range of transactions that can be covered by a statutory power-of-attorney form. The bill would likely help curb abuse of the power-of-attorney instrument by unscrupulous persons while retaining the utility and ease of use of such instruments across a broad range of transactions.

The bill also creates a new chapter, AS 13.28, concerning utilization of substitute decision making documents, in Alaska. That portion of the bill is taken from the Uniform Probate Code and if enacted would become part of Alaska's version of the Uniform Probate Code. Substitute decision making documents are in wide use across society for reasons of convenience, utility, and changes in technology.

The Office of Public Advocacy does not anticipate additional costs with this legislation and subsequently submits a zero fiscal note.

# Fiscal Note

State of Alaska  
2016 Legislative Session

Bill Version: HB 8  
Fiscal Note Number: \_\_\_\_\_  
( ) Publish Date: \_\_\_\_\_

Identifier: HB008-DHSS-SDSA-1-22-16  
Title: POWERS OF ATTORNEY  
Sponsor: HUGHES  
Requester: Senate JUD

Department: Department of Health and Social Services  
Appropriation: Senior and Disabilities Services  
Allocation: Senior and Disabilities Services Administration  
OMB Component Number: 2663

**Expenditures/Revenues**

Note: Amounts do not include inflation unless otherwise noted below. (Thousands of Dollars)

	FY2017 Appropriation Requested	Included in Governor's FY2017 Request	Out-Year Cost Estimates					
			FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
<b>OPERATING EXPENDITURES</b>								
Personal Services								
Travel								
Services								
Commodities								
Capital Outlay								
Grants & Benefits								
Miscellaneous								
<b>Total Operating</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**Fund Source (Operating Only)**

None								
<b>Total</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**Positions**

Full-time								
Part-time								
Temporary								

<b>Change in Revenues</b>								
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**Estimated SUPPLEMENTAL (FY2016) cost:** 0.0 *(separate supplemental appropriation required)*  
*(discuss reasons and fund source(s) in analysis section)*

**Estimated CAPITAL (FY2017) cost:** 0.0 *(separate capital appropriation required)*  
*(discuss reasons and fund source(s) in analysis section)*

**ASSOCIATED REGULATIONS**

Does the bill direct, or will the bill result in, regulation changes adopted by your agency? no  
If yes, by what date are the regulations to be adopted, amended or repealed? n/a

**Why this fiscal note differs from previous version:**

Updated for SLA2016, only.
----------------------------

Prepared By: Duane Mayes  
Division: Senior and Disabilities Services  
Approved By: Sana Efird, Asst. Commissioner, Finance and Management Services  
Agency: Health and Social Services

Phone: (907)465-4874  
Date: 01/22/2016 04:00 PM  
Date: 01/22/16

FISCAL NOTE ANALYSIS

STATE OF ALASKA  
2015 LEGISLATIVE SESSION

BILL NO. HB008

Analysis

This bill will strengthen Alaska's power of attorney statute by clarifying the responsibilities of the "agent" receiving the power of attorney, and by adding key definitions to statute.

The bill will make Alaska's power of attorney statute interstate compatible by incorporating provisions of model "Uniform Power of Attorney Act" used by many states to regulate power of attorney issues when the agent and principal live in different states.

The bill makes changes to the "statutory power of attorney form" so that the principal must expressly approve the agent's authority in each type of transaction, a change from the current "blanket" approval.

# Fiscal Note

State of Alaska  
2016 Legislative Session

Bill Version:	SCS CSHB 8(HSS)
Fiscal Note Number:	4
(S) Publish Date:	1/29/2016

Identifier: HB008CS(JUD)-LAW-CIV-01-25-16  
 Title: POWERS OF ATTORNEY  
 Sponsor: HUGHES  
 Requester: Senate Health and Social Services

Department: Department of Law  
 Appropriation: Civil Division  
 Allocation: Commercial and Fair Business  
 OMB Component Number: 2717

**Expenditures/Revenues**

Note: Amounts do not include inflation unless otherwise noted below. (Thousands of Dollars)

	FY2017	Included in	Out-Year Cost Estimates				
	Appropriation Requested	Governor's FY2017 Request	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
<b>OPERATING EXPENDITURES</b>	<b>FY 2017</b>	<b>FY 2017</b>					
Personal Services							
Travel							
Services							
Commodities							
Capital Outlay							
Grants & Benefits							
Miscellaneous							
<b>Total Operating</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**Fund Source (Operating Only)**

None							
<b>Total</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**Positions**

Full-time							
Part-time							
Temporary							

<b>Change in Revenues</b>							
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**Estimated SUPPLEMENTAL (FY2016) cost:** 0.0 *(separate supplemental appropriation required)*  
*(discuss reasons and fund source(s) in analysis section)*

**Estimated CAPITAL (FY2017) cost:** 0.0 *(separate capital appropriation required)*  
*(discuss reasons and fund source(s) in analysis section)*

**ASSOCIATED REGULATIONS**

Does the bill direct, or will the bill result in, regulation changes adopted by your agency? No  
 If yes, by what date are the regulations to be adopted, amended or repealed?

**Why this fiscal note differs from previous version:**

Revised for a hearing in the new legislative session. There are no substantive changes from the initial version.
--

Prepared By:	Valerie Rose, Budget Analyst	Phone:	(907)465-3674
Division:	Administrative Services Division	Date:	01/25/2016 10:58 AM
Approved By:	Craig W. Richards, Attorney General	Date:	01/25/16
Agency:	Department of Law		

## FISCAL NOTE ANALYSIS

STATE OF ALASKA  
2016 LEGISLATIVE SESSION

## Analysis

CSHB 8 (JUD) am makes numerous changes to the Uniform Probate Code and the power of attorney statutes. The committee substitute includes a title change to reference notaries public to reflect a provision as to when a notary public may consider that a principal has signed a power of attorney. It outlines the duties of agents and how agents are to act. It also adds a new chapter to Title 13 dealing with substitute decision-making documents, when they are valid, who may rely on these documents, and when they are to be accepted. The CSHB 8 (JUD) am clarifies definitions for the Uniform Probate Code, definitions related to substitute-decision making documents, and AS 13.26.332, the statutory form for Power of Attorney. These matters are not typically handled by the Department of Law but rather by private attorneys and financial advisors.

We see no fiscal impact to the Department of Law should CSHB 8 (JUD) become law.

REPRESENTATIVE  
SHELLEY HUGHES

Transportation  
Co-Chair  
Labor and Commerce  
Vice Chair  
Unmanned Aircraft Systems Legislative Task Force  
Co-Chair  
Military & Veterans' Affairs Committee  
Community & Regional Affairs Committee  
Transportation Finance Subcommittee  
Corrections Finance Subcommittee  
Fish & Game Subcommittee

# ALASKA STATE LEGISLATURE



HOUSE OF REPRESENTATIVES  
District 11 – Greater Palmer

Session:  
State Capitol, Room 13  
Juneau, Alaska 99801-1182  
907-465-3743

Interim:  
600 E. Railroad Ave.  
Wasilla, AK 99654  
907-376-3725  
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Rep.Shelley.Hughes@akleg.gov  
housemajority.org/members/ShelleyHughes  
facebook.com/AKShelleyHughes

## HB8 Powers of Attorney and Substitute Decision-Making Documents

Version G to L

### Explanation of Changes

April 8, 2016

Page 5, lines 2 and 10:

Change "seven" to "five".

Page 5, line 13:

Change "five" to "three".

Explanation:

Three amendments change the wait times by two fewer days, for businesses and financial institutions to honor the Agent's powers. When the Agent is acting on behalf of the Principle in honesty, reducing the wait time to less than two weeks, could reduce the possibility for unforeseen consequences. A delay to recognize the POA could result in late payments with fees and can cause undue stress and unnecessary administrative burden on the Agent.

Page 7, lines 3-10:

Delete all material.

Renumber remaining bill sections accordingly.

Explanation:

This amendment is a conforming amendment so that the Power of Attorney language adopted in this Act eliminates duplicative language that is provided for in the Recognition of Substitute Decision-Making Documents provisions in Section 27 (renumbered).

Page 8, line 7-13

Delete: "Mark the box for "NO" that is opposite a category below to indicate that you are not giving your agent or agents the power in that category. Mark a box for every category. If you do not mark either of the boxes opposite a category, or if you mark both of the boxes"

Insert: "If you do not mark a box"

Page 8, line 21 through Page 9, line 10

Remove the "NO" column

Page 13, lines 23- 26

Delete: "(5) if the principal has failed to mark either of the "Yes" or "No" boxes opposite a category of power, or if the principal has marked both the "Yes" or "No" boxes opposite a category of power, the agent does not have the power in that category."

Explanation:

Three amendments change the statutory form to offer only a "Yes" column for the principal to indicate which powers are to be given to the agent. The amendments remove additional instruction on completing the form to fit a single option response rather than a "yes" – "no" option.

Page 38, lines 16-17:

Delete "Except as provided in AS 13.26.331, a"

Insert "A"

Explanation:

This amendment is a conforming amendment so that the Power of Attorney language adopted in this Act eliminates duplicative language that was provided in Section 5.

4/6/16

29-LS0055VGL  
Bannister  
1/204/6/16

**SENATE CS FOR CS FOR HOUSE BILL NO. 8(HSS\_)**  
**IN THE LEGISLATURE OF THE STATE OF ALASKA**  
**TWENTY-NINTH LEGISLATURE - SECOND SESSION**

~~BY THE SENATE HEALTH AND SOCIAL SERVICES COMMITTEE~~  
BY

Offered:  
Referred:

Sponsor(s): **REPRESENTATIVES HUGHES, Gruenberg**  
**SENATOR Giessel**

**A BILL**

**FOR AN ACT ENTITLED**

1 **"An Act relating to powers of attorney and other substitute decision-making documents;**  
2 **relating to the uniform probate code; relating to notaries public; and providing for an**  
3 **effective date."**

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

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

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

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

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

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

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

1 terminated by the principal's incapacity; in this paragraph, "incapacity" has the  
2 meaning given in AS 13.26.359;

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

5 (59) "power of attorney" means a writing or other record that grants  
6 authority to an agent to act in the place of the principal, whether or not the term  
7 "power of attorney" is used;

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

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

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

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

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

17 \* **Sec. 4.** AS 13.26 is amended by adding new sections to article 5 to read:

18 **Sec. 13.26.326. Agent's acceptance and liability.** (a) Except as otherwise  
19 provided in the power of attorney, a person accepts appointment as an agent under a  
20 power of attorney by exercising authority or performing duties as an agent or by any  
21 other assertion or conduct indicating acceptance.

22 (b) An agent that violates a provision in AS 13.26.326 - 13.26.359 is liable to  
23 the principal or the principal's successors in interest for the amount required to

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

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

28 **Sec. 13.26.327. Agent's duties.** (a) Notwithstanding provisions in the power of  
29 attorney, an agent that has accepted appointment shall

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

1 (2) act in good faith; and  
2 (3) act only within the scope of authority granted in the power of  
3 attorney.

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

6 (1) act loyally for the principal's benefit;

7 (2) act so as not to create a conflict of interest that impairs the agent's  
8 ability to act impartially in the principal's best interest;

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

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

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

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

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

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

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

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

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

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

1 principal.

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

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

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

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

22 **Sec. 13.26.328. Acceptance of power of attorney.** (a) A third party asked to  
23 accept a power of attorney may request, and rely upon, without further investigation

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

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

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

31 (b) An English translation or an opinion of counsel requested under this section

1 must be provided at the principal's expense unless the request is made more than  
2 sevenfive business days after the power of attorney is presented for acceptance.

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

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

8 (1) a person shall accept an acknowledged power of attorney or request  
9 a certification, a translation, or an opinion of counsel under (a) of this section not later  
10 than sevenfive business days after presentation of the power of attorney for  
11 acceptance;

12 (2) if a person requests a certification, a translation, or an opinion of  
13 counsel under (a) of this section, the person shall accept the power of attorney not later  
14 than fivehree business days after receipt of the certification, translation, or opinion of  
15 counsel; and

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

18 (e) Notwithstanding AS 13.26.357, a person is not required to accept an  
19 acknowledged power of attorney if

20 (1) the person is not otherwise required to engage in a transaction with  
21 the principal in the same circumstances;

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

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

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

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

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

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

8 (1) a court order mandating acceptance of the power of attorney; and

9 (2) liability as provided by court rules of this state for attorney fees and  
10 costs incurred in any action or proceeding that confirms the validity of the power of  
11 attorney or mandates acceptance of the power of attorney.

12 **Sec. 13.26.329. Termination of power of attorney; agent's resignation;**  
13 **notice.** (a) Except as provided in AS 13.26.356, a power of attorney terminates when

14 (1) the principal dies;

15 (2) there is an incapacity of the principal, if the power of attorney is not  
16 durable;

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

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

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

20 (6) the principal revokes the agent's authority, there is an incapacity of  
21 the agent, the agent dies, or the agent resigns, and the power of attorney does not  
22 provide for another agent to act under the power of attorney.

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

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

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

29 (A) the principal's custodian or caregiver;

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

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

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

~~Sec. 13.26.331. Validity of power of attorney executed in another state. A power of attorney executed other than in this state is valid in this state if, when the power of attorney was executed, the execution complied with~~

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

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

~~\* Sec. 6.~~ AS 13.26.332 is amended to read:

**Sec. 13.26.332. Statutory form power of attorney.** A person who wishes to designate another as [ATTORNEY-IN-FACT OR] agent by a power of attorney may execute a statutory power of attorney set out in substantially the following form:

GENERAL POWER OF ATTORNEY

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

YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME.

Pursuant to AS 13.26.338 - 13.26.359 [AS 13.26.338 - 13.26.353], I, (Name of principal), of (Address of principal), do hereby appoint (Name and address of agent or agents), my **agent(s)** [ATTORNEY(S)-IN-FACT] to act as indicated below 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

*Duplicate language. Repeated in sub section*

1 them is defined in AS 13.26.344, to the full extent that I am permitted  
2 by law to act through an agent:

3 MARK THE BOXES BELOW TO INDICATE THE  
4 POWERS YOU WANT TO GIVE YOUR AGENT OR AGENTS.  
5 MARK THE BOX FOR "YES" THAT IS OPPOSITE A  
6 CATEGORY BELOW TO GIVE YOUR AGENT OR AGENTS  
7 THE POWER IN THAT CATEGORY. ~~MARK THE BOX FOR~~  
8 ~~"NO" THAT IS OPPOSITE A CATEGORY BELOW TO~~  
9 ~~INDICATE THAT YOU ARE NOT GIVING YOUR AGENT OR~~  
10 ~~AGENTS THE POWER IN THAT CATEGORY. MARK A BOX~~  
11 ~~FOR EVERY CATEGORY. IF YOU DO NOT MARK EITHER~~  
12 ~~OF THE BOXES OPPOSITE A CATEGORY, OR IF YOU~~  
13 ~~MARK BOTH OF THE BOXES~~IF YOU DO NOT MARK A BOX  
14 OPPOSITE A CATEGORY, YOUR AGENT OR AGENTS WILL  
15 NOT HAVE THE POWER IN THAT CATEGORY [THE AGENT  
16 OR AGENTS YOU HAVE APPOINTED WILL HAVE ALL THE  
17 POWERS LISTED BELOW UNLESS YOU DRAW A LINE  
18 THROUGH A CATEGORY, AND INITIAL THE BOX OPPOSITE  
19 THAT CATEGORY].

	<u>NO</u>	<u>YES</u>
(A) real estate transactions	<input type="checkbox"/>	<input type="checkbox"/>
(B) transactions involving tangible personal property, chattels, and goods	<input type="checkbox"/>	<input type="checkbox"/>
(C) bonds, shares, and commodities transactions	<input type="checkbox"/>	<input type="checkbox"/>
(D) banking transactions	<input type="checkbox"/>	<input type="checkbox"/>
(E) business operating transactions	<input type="checkbox"/>	<input type="checkbox"/>
(F) insurance transactions	<input type="checkbox"/>	<input type="checkbox"/>
(G) estate transactions	<input type="checkbox"/>	<input type="checkbox"/>
(H) <u>retirement plans</u> [GIFT TRANSACTIONS]	<input type="checkbox"/>	<input type="checkbox"/>
(I) claims and litigation	<input type="checkbox"/>	<input type="checkbox"/>

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- (J) personal relationships and affairs
- (K) benefits from government programs  
and **civil or** military service
- (L) records, reports, and statements
- (M) [DELEGATION
- 
- (N) voter registration and absentee  
ballot requests
- (N)** [(O)] all other matters, including those  
specified as follows:

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**GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

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

- ( ) create, amend, revoke, or terminate an inter vivos trust;**
- ( ) make a gift, subject to the limitations of AS 13.26.344(q) and any special instructions in this power of attorney;**
- ( ) create or change a beneficiary designation;**
- ( ) revoke a transfer on death deed made under AS 13.48;**
- ( ) create or change rights of survivorship;**
- ( ) delegate authority granted under the power of attorney;**
- ( ) waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;**
- ( ) exercise fiduciary powers that the principal has authority to delegate.**

IF YOU HAVE APPOINTED MORE THAN ONE AGENT,  
**MARK** [CHECK] ONE OF THE FOLLOWING:

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

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

TO INDICATE WHEN THIS DOCUMENT SHALL BECOME EFFECTIVE, **MARK** [CHECK] ONE OF THE FOLLOWING:

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

( ) This document shall become effective upon the date of my **incapacity** [DISABILITY] and shall not otherwise be affected by my **incapacity** [DISABILITY].

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

( ) This document shall not be affected by my subsequent **incapacity** [DISABILITY].

( ) This document shall be revoked by my subsequent **incapacity** [DISABILITY].

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

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

NOTICE OF REVOCATION OF THE POWERS GRANTED IN THIS DOCUMENT

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

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revoke all the powers granted in this power of attorney by completing a subsequent power of attorney.

NOTICE TO THIRD PARTIES

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

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

\_\_\_\_\_

Signature of Principal

Acknowledged before me at \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_.

Signature of Officer or Notary

**If a person other than the principal executes the signature for the principal, the person may not be a person who is appointed an agent in the power of attorney, and the following signature line and notary verification must also be completed:**

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

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Signature of person signing at the request of \_\_\_\_\_

Name of Principal \_\_\_\_\_

Printed name of person signing \_\_\_\_\_

Form of identification of person signing \_\_\_\_\_

Acknowledged before me at \_\_\_\_\_

\_\_\_\_\_ **on** \_\_\_\_\_

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Signature of Officer or Notary \_\_\_\_\_

\* **Sec. 76.** AS 13.26.335 is amended to read:

**Sec. 13.26.335. Additional optional provisions to statutory form power of attorney.** Each of the following provisions may be included in a statutory form power of attorney:

(1) [REPEALED.

(2) YOU MAY DESIGNATE AN ALTERNATE **AGENT** [ATTORNEY-IN-FACT]. ANY ALTERNATE YOU DESIGNATE WILL BE ABLE TO EXERCISE THE SAME POWERS AS THE AGENT(S) YOU NAMED AT THE BEGINNING OF THIS DOCUMENT. IF YOU WISH TO DESIGNATE AN ALTERNATE OR ALTERNATES, COMPLETE THE FOLLOWING: If the agent(s) named at the beginning of this document is unable or unwilling to serve or continue to serve, then I appoint the following agent to serve with the same powers:

First alternate or successor agent [ATTORNEY-IN-FACT]

\_\_\_\_\_

(Name and address of alternate)

Second alternate or successor **agent** [ATTORNEY-IN-FACT]

\_\_\_\_\_

(Name and address of alternate)

(3) YOU MAY NOMINATE A GUARDIAN OR CONSERVATOR. IF YOU WISH TO NOMINATE A GUARDIAN

1 OR CONSERVATOR, COMPLETE THE FOLLOWING:

2 In the event that a court decides that it is necessary to appoint a  
3 guardian or conservator for me, I hereby nominate (Name and address  
4 of person nominated) to be considered by the court for appointment to  
5 serve as my guardian or conservator, or in any similar representative  
6 capacity.

7 \* **Sec. 87.** AS 13.26.341 is amended to read:

8 **Sec. 13.26.341. Applicability of provisions of statutory form power of**  
9 **attorney.** In the instrument set out in AS 13.26.332 - 13.26.335,

10 (1) if the principal has appointed more than one person to act as  
11 [ATTORNEY-IN-FACT OR] agent and failed to **mark** [CHECK] whether the agents  
12 may act "jointly" or "severally," the agents are required to act jointly;

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

16 (3) if the principal has indicated that the instrument shall become  
17 effective upon the date of the principal's signature or has failed to indicate when the  
18 instrument shall become effective and has failed to indicate the effect of the principal's  
19 subsequent **incapacity** [DISABILITY] on the instrument, the instrument shall be  
20 revoked by the subsequent **incapacity** [DISABILITY] of the principal;

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

23 ~~(5) if the principal has failed to mark either of the "Yes" or "No"~~  
24 ~~boxes opposite a category of power, or if the principal has marked both the~~  
25 ~~"Yes" and "No" boxes opposite a category of power, the agent does not have the~~  
26 ~~power in that category.~~

27 \* **Sec. 98.** AS 13.26.344(a) is amended to read:

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

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

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

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

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

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

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

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

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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, [REVOCA**TION, DECLARATION OR MODIFICATION OF TRUST,**] mortgage, lease, notice, check, or other instrument that the agent considers useful for the accomplishment of any of the purposes enumerated in this subsection;

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

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

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

\* **Sec. 109.** AS 13.26.344(b) is amended to read:

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

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

(2) sell, exchange, convey, release, surrender, mortgage, encumber, pledge, hypothecate, pawn, [REVOKE, CREATE, OR MODIFY A TRUST,] grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal

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property, chattels, or goods or an interest in them;

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

(4) do any act of management or of conservation with respect to any tangible personal property, chattels, or goods or to an interest in any tangible personal property, chattels, 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, obtain or regain possession, or protect the tangible personal property, chattels, or goods or an interest in them, pay, compromise, or contest taxes or assessments, apply for refunds in connection with a payment, compromise, or tax, move from place to place, store for hire or on a gratuitous bailment, use, alter, and make repairs or alterations of any tangible personal property, chattels, or goods, or an interest in them;

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

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

(7) execute, acknowledge, seal, and deliver a conveyance, [REVOCAION, DECLARATION OR MODIFICATION OF TRUST,] mortgage, lease, notice, check or other instrument that the agent considers useful for the accomplishment of the purposes enumerated in this subsection;

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

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

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

\* **Sec. ~~11~~10.** AS 13.26.344(c) is amended to read:

(c) In a statutory form power of attorney, the language conferring general authority with respect to bonds, shares, and commodities transactions shall be construed to mean that, with respect to a bond, share, or commodity of the principal, whether 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, a bond, share, or instrument of similar character including, by way of illustration, but not of restriction, stock in a corporation organized under 43 U.S.C. 1601 et seq. (Alaska Native Claims Settlement Act), commodity interest, or an instrument with respect to a bond, share, or instruments of similar character, together with the interest, dividends, proceeds, or other distributions connected with a bond, share, or instrument of a similar character;

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

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

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

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

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

(7) demand, receive, or obtain money or any other thing of value to which the principal is, or may claim to be, entitled as the proceeds of an interest in a bond, share, other instrument of similar character, commodity interest or a related instrument, or of one or more of the transactions enumerated in this subsection, conserve, invest, disburse, or use anything so received for purposes enumerated in this subsection; and reimburse the agent for an expenditure properly made in the execution

1 of the powers conferred by the statutory form power of attorney;

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

7 (9) execute, acknowledge, seal, and deliver a consent, agreement,  
8 authorization, assignment, [REVOCAION, DECLARATION OR MODIFICATION  
9 OF TRUST,] notice, waiver of notice, check, or other instrument that the agent  
10 considers useful for the accomplishment of the purposes enumerated in this  
11 subsection;

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

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

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

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

25 \* **Sec. ~~12~~11**. AS 13.26.344(d) is amended to read:

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

30 (1) continue, modify, or terminate a deposit account or other banking  
31 arrangement made by or on the behalf of the principal before the execution of the

1 power of attorney;

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

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

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

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

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

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

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

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

30 (10) apply for and receive letters of credit or traveler's checks from a  
31 banker or banking institution selected by the agent, giving indemnity or other

1 agreements in connection with the applications or receipts that the agent considers  
2 desirable or necessary;

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

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

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

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

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

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

26 (17) do any other act or acts that the principal can do through an agent  
27 in connection with a banking transaction that does or might in any way affect the  
28 financial or other interests of the principal.

29 \* **Sec. ~~1312~~**. AS 13.26.344(e) is amended to read:

30 (e) In a statutory form power of attorney, the language conferring general  
31 authority with respect to business operating transactions shall be construed to mean

1 that, with respect to a business in which the principal has an interest, whether in the  
2 state or elsewhere, the principal authorizes the agent

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

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

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

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

20 (B) determine the policy of the enterprise as to the location of  
21 the site or sites to be used for its operation, the nature and extent of the  
22 business to be undertaken by it, the methods of manufacturing, selling,  
23 merchandising, financing, accounting, and advertising to be employed in its  
24 operation, the amount and types of insurance to be carried, the mode of  
25 securing compensation and dealing with accountants, attorneys, and employees  
26 required for its operation, agree and contract, in any manner, and with any  
27 person and on any terms, that the agent considers desirable or necessary to  
28 carry out any or all of the decisions of the agent as to policy, and perform,  
29 rescind, reform, release, or modify an agreement or contract or any other  
30 similar agreement or contract made by or on behalf of the principal;

31 (C) change the name or form of organization under which the

1 business is operated and enter into a partnership agreement with others or  
2 organize a corporation to take over the operation of the business, or any part of  
3 it, that the agent considers desirable or necessary;

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

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

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

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

26 (7) to execute, acknowledge, seal, and deliver a deed, assignment,  
27 mortgage, lease, notice, consent, agreement, authorization check, or other instrument  
28 that the agent considers useful for the accomplishment of any of the purposes  
29 enumerated in this subsection;

30 (8) to prosecute, defend, submit to arbitration, settle, and propose or  
31 accept a compromise with respect to, a claim existing in favor of, or against, the

1 principal based on or involving a business operating transaction or intervene in a  
2 related action;

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

7 (10) to operate, buy, sell, enlarge, reduce, or terminate an  
8 ownership interest;

9 (11) to put additional capital into an entity or business in which the  
10 principal has an interest;

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

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

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

16 (15) to [AND (10)] do any other act or acts that the principal can do  
17 through an agent in connection with a business operated by the principal that the agent  
18 considers desirable or necessary for the furtherance or protection of the interests of the  
19 principal.

20 \* **Sec. 1413.** AS 13.26.344(f) is amended to read:

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

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

31 (2) procure new, different, or additional contracts on the life of the

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

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

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

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

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

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

30 (8) agree and contract, in any manner and with any person and on any  
31 terms that the agent may select, for the accomplishment of the purposes enumerated in

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this subsection, and perform, rescind, reform, release, or modify any agreement or contract;

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

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

(11) 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 an insurance transaction, or intervene in an action relating to an insurance transaction;

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

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

(14) do any other act or acts that 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 has an interest.

\* **Sec. 1514.** AS 13.26.344(h) is repealed and reenacted to read:

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

(1) select the form and timing of payments under a retirement plan and

1 withdraw benefits from a plan;

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

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

5 (4) make contributions to a retirement plan;

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

7 (6) borrow from, sell assets to, or purchase assets from a retirement  
8 plan.

9 \* **Sec. 1615.** AS 13.26.344(j) is amended to read:

10 (j) In a statutory form power of attorney, the language conferring general  
11 authority with respect to personal relationships **is neither dependent on, nor limited**  
12 **by, authority that an agent may or may not have with respect to gifts under**  
13 **AS 13.26.326 - 13.26.359, and** shall be construed to mean that, as to real and personal  
14 property owned by the principal, whether in the state or elsewhere, the principal  
15 authorizes the agent to

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

30 (2) provide, whenever necessary, medical, dental, and surgical care,  
31 hospitalization, and custodial care for the spouse, children, and other dependents of the

1 principal;

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

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

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

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

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

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

27 (9) prepare, execute, and file all tax, social security, unemployment  
28 insurance, and information returns required by the laws of the United States or of any  
29 state or subdivision, or of any foreign government; prepare, execute, and file all other  
30 papers and instruments that the agent considers desirable or necessary for the  
31 safeguarding of the principal against excess or illegal taxation or against penalties

1 imposed for claimed violation of a law or regulation; and pay, compromise, or contest  
2 or apply for refunds in connection with a tax or assessment for which the principal is  
3 or may be liable;

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

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

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

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

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

25 (15) act as the principal's personal representative under 42 U.S.C.  
26 1320d (Health Insurance Portability and Accountability Act and secs. 1171 -  
27 1179, Social Security Act), as amended, and applicable regulations, in making  
28 decisions related to the past, present, or future payment for the provision of  
29 health care consented to by the principal or anyone authorized under the law of  
30 this state to consent to health care on behalf of the principal.

31 \* Sec. 4716. AS 13.26.344(k) is amended to read:

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

6 (1) prepare and execute vouchers, applications, requests, forms, and  
7 other legal documents in the name of the principal for all benefits, bonuses, dividends,  
8 allowances, and reimbursements payable under any government program or military  
9 service of the United States, a state, or a subdivision, including allowances and  
10 reimbursements for transportation of the individuals described in (j)(1) of this  
11 section, and for shipment of their household effects, and receive, endorse, and  
12 collect the proceeds of a check payable to the order of the principal drawn on the  
13 treasurer or other fiscal officer or depository of the United States, a state, or a  
14 subdivision;

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

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

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

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

31 (6) hire, discharge, or compensate an attorney, accountant, expert

1 witness, or assistant when the agent considers that action to be desirable for the proper  
2 execution of any of the powers described in this subsection; [AND]

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

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

10 \* ~~Sec. 1817~~. AS 13.26.344 is amended by adding a new subsection to read:

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

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

- 18 (A) the value and nature of the principal's property;
- 19 (B) the principal's foreseeable obligations and need for  
20 maintenance;
- 21 (C) minimization of taxes, including income, estate, inheritance,  
22 generation-skipping transfer, and gift taxes;
- 23 (D) eligibility for a benefit, a program, or assistance under a  
24 statute or regulation; and
- 25 (E) the principal's personal history of making or joining in  
26 making gifts;

27 (2) subject to (1) of this subsection, to make outright to, or for the  
28 benefit of, a person, a gift of any of the principal's property, including by the exercise  
29 of a presently exercisable general power of appointment held by the principal, in an  
30 amount for each donee not to exceed the annual dollar limits of the federal gift tax  
31 exclusion under 26 U.S.C. 2503(b) (Internal Revenue Code), as amended, without

1 regard to whether the federal gift tax exclusion applies to the gift, or if the principal's  
2 spouse agrees to consent to a split gift under 26 U.S.C. 2513 (Internal Revenue Code),  
3 as amended, in an amount for each donee not to exceed twice the annual federal gift  
4 tax exclusion limit; in this paragraph, "presently exercisable general power of  
5 appointment," with respect to property or a property interest subject to a power of  
6 appointment, means power exercisable at the time in question to vest absolute  
7 ownership in the principal individually, the principal's estate, the principal's creditors,  
8 or the creditors of the principal's estate; the term includes a power of appointment not  
9 exercisable until the occurrence of a specified event, the satisfaction of an  
10 ascertainable standard, or the passage of a specified period only after the occurrence of  
11 the specified event, the satisfaction of the ascertainable standard, or the passage of the  
12 specified period; the term does not include a power exercisable in a fiduciary capacity  
13 or only by will; and

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

18 \* **Sec. 1918.** AS 13.26.347 is amended to read:

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

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

26 (2) supplements one or more of the powers enumerated in one or more  
27 of the subsections of AS 13.26.344 with respect to a section of the statutory form  
28 power of attorney that is not eliminated by the principal by specifically listing  
29 additional powers of the agent; [OR]

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

1                   (4) relieves an agent of liability for breach of a duty under  
2                   AS 13.26.327, except to the extent the provision

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

7                   (B) was inserted as a result of an abuse of a confidential or  
8                   fiduciary relationship with the principal.

9 \* **Sec. 2019.** AS 13.26.350 is amended to read:

10                   **Sec. 13.26.350. When statutory form power of attorney is not affected by**  
11                   **incapacity [DISABILITY OR INCOMPETENCE] of principal.** (a) The  
12                   subsequent **incapacity [DISABILITY OR INCOMPETENCE]** of a principal does not  
13                   revoke or terminate the authority of an **agent [ATTORNEY-IN-FACT]** who acts  
14                   under a power of attorney in a writing executed by a principal if the writing contains  
15                   the words "This power of attorney shall become effective upon the **incapacity**  
16                   **[DISABILITY]** of the principal," or contains the words "This power of attorney shall  
17                   not be affected by the subsequent **incapacity [DISABILITY]** of the principal," or  
18                   words substantially similar showing the intent of the principal that the authority  
19                   conferred shall be exercisable notwithstanding the principal's subsequent **incapacity**  
20                   **[DISABILITY, INCOMPETENCE,]** or uncertainty as to whether the principal is dead  
21                   or alive.

22                   (b) An act done by an **agent [ATTORNEY-IN-FACT]** under a power granted  
23                   in a power of attorney under AS 13.26.332 - 13.26.344 during a period of **incapacity**  
24                   **[DISABILITY, INCOMPETENCE,]** or uncertainty as to whether the principal is dead  
25                   or alive has the same effect and enures to the benefit of and binds a principal and the  
26                   principal's distributees, devisees, legatees, and personal representatives as if **there**  
27                   **were no incapacity of** the principal **[WERE COMPETENT AND NOT DISABLED]**.  
28                   If a conservator is later appointed for the principal, during the continuance of the  
29                   appointment, **the agent is accountable to the conservator as well as to the principal**  
30                   **[THE ATTORNEY-IN-FACT SHALL ACCOUNT TO THE CONSERVATOR**  
31                   **RATHER THAN TO THE PRINCIPAL]**. The conservator has the same power **to**

1 revoke, suspend, or terminate the power of attorney that the principal would have  
2 if there was no incapacity of the principal [WERE NOT DISABLED OR  
3 INCOMPETENT TO REVOKE, SUSPEND, OR TERMINATE THE POWER OF  
4 ATTORNEY].

5 \* **Sec. 2120.** AS 13.26.353(a) is repealed and reenacted to read:

6 (a) For purposes of AS 13.26.332 - 13.26.344,

7 (1) the incapacity of a principal shall be established by affidavit stating  
8 that the principal is unable to manage property or business affairs because the  
9 principal

10 (A) has an impairment in the ability to receive and evaluate  
11 information or make or communicate decisions even with the use of  
12 technological assistance, and this impairment is the result of mental illness,  
13 mental deficiency, physical illness, physical disability, advanced age, use of  
14 drugs, chronic intoxication, or other similar medical or psychological reason,  
15 to such an extent that the principal is unable to manage the principal's property  
16 or affairs; or

17 (B) is

18 (i) missing;

19 (ii) detained, including incarcerated in a penal system; or

20 (iii) outside the United States and unable to return; and

21 (2) if the incapacity is based on (1)(A) of this subsection, two  
22 physicians or similarly qualified medical professionals who have personally examined  
23 the principal shall sign the affidavit; however, the affidavit may be signed by only one  
24 physician or similarly qualified medical professional if only one physician or similarly  
25 qualified medical professional is available and the affidavit executed by the person  
26 states that only one physician or similarly qualified medical professional is available.

27 \* **Sec. 2221.** AS 13.26.353(b) is amended to read:

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

1 heirs, assigns, or estate as a result of permitting the **agent** [ATTORNEY-IN-FACT] to  
2 exercise the authority granted by the power of attorney.

3 \* **Sec. ~~2322~~**. AS 13.26 is amended by adding new sections to read:

4 **Sec. 13.26.354. Judicial relief.** (a) The following persons may petition a court  
5 in accordance with the provisions of AS 13.26.165 - 13.26.324 to construe a power of  
6 attorney, review the agent's conduct, and grant appropriate relief:

7 (1) the principal or the agent;

8 (2) the principal's attorney or other legal representative;

9 (3) a guardian, conservator, or other fiduciary acting for the principal;

10 (4) a person authorized to make health care decisions for the principal;

11 (5) the principal's spouse, parent, or descendant;

12 (6) an individual who would qualify as a presumptive heir of the  
13 principal;

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

17 (8) the Department of Health and Social Services, the Department of  
18 Administration, the office of the long-term care ombudsman, or other governmental  
19 agency having statutory authority to protect the welfare of the principal;

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

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

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

26 **Sec. 13.26.355. Relationship to other laws.** (a) Except as provided in (c) of  
27 this section, AS 13.26.326 - 13.26.359 do not supersede any other law applicable to a  
28 financial institution or other entity, and the other law controls if inconsistent with  
29 AS 13.26.326 - 13.26.359.

30 (b) The remedies in AS 13.26.326 - 13.26.359 are not exclusive and do not  
31 abrogate any right or remedy under the law of this state.

1 (c) AS 13.26.326 - 13.26.359 modify, limit, or supersede 15 U.S.C. 7001 -  
2 7031 (Electronic Signatures in Global and National Commerce Act), but do not  
3 modify, limit, or supersede 15 U.S.C. 7001(c), or authorize electronic delivery of any  
4 of the notices described in 15 U.S.C. 7003(b).

5 \* **Sec. 2423.** AS 13.26.356 is amended to read:

6 **Sec. 13.26.356. Powers of attorney not revoked until notice of death or**  
7 **incapacity [DISABILITY].** (a) The death [, DISABILITY] or **incapacity**  
8 [INCOMPETENCE] of a principal who has executed a power of attorney in writing  
9 does not revoke or terminate the agency as to the [ATTORNEY-IN-FACT,] agent [,]  
10 or other person who, without actual knowledge of the death [, DISABILITY,] or  
11 **incapacity** [INCOMPETENCE] of the principal, acts in good faith under the power of  
12 attorney [OR AGENCY]. Action so taken, unless otherwise invalid or unenforceable,  
13 binds the principal and the heirs, devisees, and personal representatives of the  
14 principal.

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

23 (c) A special power of attorney created before September 4, 1988<sub>2</sub> shall be  
24 construed to grant the **agent** [ATTORNEY-IN-FACT] the powers set out in that  
25 special power of attorney.

26 \* **Sec. 2524.** AS 13.26 is amended by adding a new section to read:

27 **Sec. 13.26.357. Execution of power of attorney.** (a) A power of attorney  
28 executed in this state is valid if the principal

29 (1) signs the power of attorney or, if the principal is physically unable  
30 to sign the power of attorney, directs, in the principal's conscious presence, another  
31 individual to sign the principal's name on the power of attorney; and

1 (2) acknowledges the signature before a notary public or other  
2 individual authorized by law to take acknowledgments.

3 (b) Notwithstanding AS 44.50.062(5)(A), a notary public may consider that  
4 the principal has signed a power of attorney if the principal is physically unable to sign  
5 the power of attorney, and, in the presence of the notary public, directs another  
6 individual to sign under (a)(1) of this section.

7 \* **Sec. ~~2625~~**. AS 13.26.358(a) is amended to read:

8 (a) A public home care provider may not accept a designation as  
9 [ATTORNEY-IN-FACT OR] agent by general or special power of attorney for an  
10 individual to whom the provider furnishes services unless the designation is held  
11 jointly with another individual who is not a public home care provider.

12 \* **Sec. ~~2726~~**. AS 13.26 is amended by adding a new section to article 5 to read:

13 **Sec. 13.26.359. Definitions.** In AS 13.26.326 - 13.26.359,

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

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

18 (3) "incapacity" means inability of an individual to manage property or  
19 business affairs because the individual

20 (A) has an impairment in the ability to receive and evaluate  
21 information or make or communicate decisions even with the use of  
22 technological assistance; or

23 (B) is

24 (i) missing;

25 (ii) detained, including incarcerated in a penal system; or

26 (iii) outside the United States and unable to return; and

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

31 (A) an individual retirement account under 26 U.S.C. 408

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- (Internal Revenue Code), as amended;
- (B) a Roth IRA under 26 U.S.C. 408A (Internal Revenue Code), as amended;
- (C) an individual retirement account under 26 U.S.C. 408(q) (Internal Revenue Code), as amended;
- (D) an annuity or custodial account under 26 U.S.C. 403(b) (Internal Revenue Code), as amended;
- (E) a pension, profit-sharing, stock bonus, or other retirement plan qualified under 26 U.S.C. 401(a) (Internal Revenue Code), as amended;
- (F) a plan under 26 U.S.C. 457(b) (Internal Revenue Code), as amended; and
- (G) a nonqualified deferred compensation plan under 26 U.S.C. 409A (Internal Revenue Code), as amended.

\* **Sec. 2827.** AS 13 is amended by adding a new chapter to read:

**Chapter 28. Recognition of Substitute Decision-Making Documents.**

**Sec. 13.28.010. Validity of substitute decision-making document.** ~~(a) Except as provided in AS 13.26.331, a~~(a) A substitute decision-making document for property executed outside this state is valid in this state if, when the document was executed, the execution complied with the law of the jurisdiction indicated in the document or, if jurisdiction is not indicated, the law of the jurisdiction in which the document was executed.

(b) Except as provided in AS 13.52.010 and 13.52.247, a substitute decision-making document for health care or personal care executed outside this state is valid in this state if, when the document was executed, the execution complied with

(1) the law of the jurisdiction indicated in the document or, if jurisdiction is not indicated, the law of the jurisdiction in which the document was executed; or

(2) the laws of this state other than this chapter.

(c) Except as otherwise provided by a law of this state other than this chapter, a photocopy or electronically transmitted copy of an original substitute decision-making document has the same effect as the original.

1           **Sec. 13.28.020. Meaning and effect of substitute decision-making**  
2 **document.** The meaning and effect of a substitute decision-making document and the  
3 authority of the decision maker are determined by the law of the jurisdiction indicated  
4 in the substitute decision-making document or, if jurisdiction is not indicated, the law  
5 of the jurisdiction in which the substitute decision-making document was executed.

6           **Sec. 13.28.030. Reliance on substitute decision-making document.** (a)  
7 Except as otherwise provided in AS 13.26.328, a person that in good faith accepts a  
8 substitute decision-making document without actual knowledge that the document is  
9 void, invalid, or terminated, or that the purported decision maker's authority is void,  
10 invalid, or terminated, may, without inquiry, assume that the document is genuine,  
11 valid, and still in effect and that the decision maker's authority is genuine, valid, and  
12 still in effect.

13           (b) A person that is asked to accept a substitute decision-making document  
14 may request and may, without further investigation, rely on

15                   (1) the decision maker's assertion of a fact concerning the individual for  
16 whom a decision will be made, the decision maker, or the document;

17                   (2) a translation of the document if the document contains, in whole or  
18 in part, a language other than English; and

19                   (3) an opinion of counsel regarding any matter of law concerning the  
20 document if the person requesting the opinion provides in a record the reason for the  
21 request.

22           **Sec. 13.28.040. Obligation to accept substitute decision-making document.**  
23 (a) Except as otherwise provided in (b) of this section or by a law of this state other  
24 than this chapter, a person shall, within a reasonable time, accept a substitute decision-  
25 making document that purportedly meets the validity requirements of AS 13.28.010  
26 and may not require an additional or different form of document for authority granted  
27 in the document presented.

28           (b) A person is not required to accept a substitute decision-making document if  
29                   (1) the person otherwise would not be required in the same  
30 circumstances to act if requested by the individual who executed the document;

31                   (2) the person has actual knowledge of the termination of the decision

1 maker's authority or the document;

2 (3) the person's request under AS 13.28.030(b) for the decision maker's  
3 assertion of fact, a translation, or an opinion of counsel is refused;

4 (4) the person in good faith believes that the document is not valid or  
5 that the decision maker does not have the authority to request a particular transaction  
6 or action; or

7 (5) the person makes, or has actual knowledge that another person has  
8 made, a report to the office of the Department of Health and Social Services that  
9 administers adult protective services stating a belief that the individual for whom a  
10 decision will be made may be subject to abuse, neglect, exploitation, or abandonment  
11 by the decision maker or a person acting for or with the decision maker.

12 (c) A person that, in violation of this section, refuses to accept a substitute  
13 decision-making document is subject to

14 (1) a court order mandating acceptance of the document; and

15 (2) liability as provided by the court rules of this state for attorney fees  
16 and costs incurred in an action or proceeding that mandates acceptance of the  
17 document.

18 **Sec. 13.28.050. Remedies under other law.** The remedies under this chapter  
19 are not exclusive and do not abrogate any right or remedy under a law of this state  
20 other than this chapter.

21 **Sec. 13.28.060. Uniformity of application and construction.** In applying and  
22 construing this chapter, consideration shall be given to the need to promote uniformity  
23 of the law with respect to its subject matter among the states that enact it.

24 **Sec. 13.28.070. Relation to Electronic Signatures in Global and National  
25 Commerce Act.** This chapter modifies, limits, or supersedes 15 U.S.C. 7001 - 7031  
26 (Electronic Signatures in Global and National Commerce Act), but does not modify,  
27 limit, or supersede 15 U.S.C. 7001(c), or authorize electronic delivery of any of the  
28 notices described in 15 U.S.C. 7003(b).

29 **Sec. 13.28.090. Definitions.** In this chapter,

30 (1) "decision maker" means a person authorized to act for an individual  
31 under a substitute decision-making document or to whom a decision maker's authority

1 is delegated, whether denominated a decision maker, agent, attorney-in-fact, proxy,  
2 representative, original decision maker, co-decision maker, successor decision maker,  
3 or otherwise;

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

5 (3) "health care" means a service or procedure to maintain, diagnose,  
6 treat, or otherwise affect an individual's physical or mental condition;

7 (4) "person" means an individual, estate, business or nonprofit entity,  
8 public corporation, government or governmental subdivision, agency, or  
9 instrumentality, or other legal entity;

10 (5) "personal care" means an arrangement or a service to provide an  
11 individual with shelter, food, clothing, transportation, education, recreation, social  
12 contact, or assistance with the activities of daily living;

13 (6) "property" means anything that may be subject to ownership,  
14 whether real or personal or legal or equitable, or any interest or right in the thing;

15 (7) "record" means information that is inscribed on a tangible medium  
16 or that is stored in an electronic or other medium and is retrievable in perceivable  
17 form;

18 (8) "substitute decision-making document" means a record created by  
19 an individual to authorize a decision maker to act for the individual with respect to  
20 property, health care, or personal care.

21 **Sec. 13.28.095. Short title.** This chapter may be cited as the Uniform  
22 Recognition of Substitute Decision-Making Documents Act.

23 \* **Sec. ~~2928~~**. AS 13.26.338(a), 13.26.344(n), and 13.26.353(c) are repealed.

24 \* **Sec. ~~3029~~**. The uncodified law of the State of Alaska is amended by adding a new section  
25 to read:

26 **APPLICABILITY.** (a) This Act

27 (1) applies to a power of attorney or substitute decision-making document  
28 created on or after the effective date of this Act;

29 (2) applies to a judicial proceeding commenced on or after the effective date of  
30 this Act concerning a power of attorney or substitute decision-making document created on or  
31 after the effective date of this Act; and

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

2 (b) In this section, "substitute decision-making document" has the meaning given in  
3 AS 13.28.090, enacted by sec. ~~2827~~ of this Act.

4 \* **Sec. ~~3130~~**. This Act takes effect January 1, 2017.