

# DOMESTIC PARTNER AFFIDAVIT



## I. DECLARATION:

We, \_\_\_\_\_ and \_\_\_\_\_,  
(Employee- Print name) (Same/Opposite-Sex Domestic Partner- Print name)

each certify and declare that we are same/opposite-sex domestic partners in accordance with the following criteria:

## II. STATUS:

1. We are both legally competent to enter into a contract.
2. We are each other's sole domestic partner.
3. Neither of us is married to or legally separated from anyone else nor have had another domestic partner within the prior six months.
4. We are both at least eighteen (18) years of age.
5. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
6. We cohabit and reside together in the same residence. We have resided in the same household for at least six months.
7. We are not in this relationship solely for the purpose of obtaining benefits coverage.
8. We have been involved for at least six months in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Our interdependence is demonstrated by at least one of the following (please check applicable items and attach copies):
  - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property
  - Common ownership of a motor vehicle
  - Driver's license listing a common address
  - Proof of joint bank accounts or credit accounts
  - Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner's will
  - Assignment of a durable property power of attorney or health care power of attorney

## III. TAX INFORMATION:

The Alera Group Benefits Department suggests that you consult a tax advisor to determine if you may claim your domestic partner as a dependent for tax purposes, before you certify that they are dependents.

Currently, the Internal Revenue Code treats spouses and children through marriage differently from domestic partners in respect to health benefits. The cost of coverage for a spouse and children/stepchildren is automatically exempt from taxes, but, for a person who is not a spouse or child/stepchild through marriage, a payment for health care coverage is not entitled to tax exemption unless the person is a "dependent" as defined in the Internal Revenue Code. If your domestic partner is your dependent under this Code, you should provide the Alera Group Benefits Department with a tax certification to that effect to gain the benefit of the tax exemption. To complete a certificate of tax dependent status, contact the Alera Group Benefits Department at [alerabenefits@alragroup.com](mailto:alerabenefits@alragroup.com). If your domestic partner is not your dependent, the payments for coverage will be treated as follows:

The value for the coverage for your domestic partner will be considered taxable income to you, and the Alera Group Benefits Department will withhold state and federal taxes on it, to the extent required.

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## IV. CHANGE IN DOMESTIC PARTNERSHIP:

We have an obligation to notify the Alera Group Benefits Department if there is any change in our domestic partnership status as attested to in this Affidavit that would terminate this Declaration (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.) We will notify the Alera Group Benefits Department within thirty (30) days of such change.

We understand that termination of this coverage will be effective immediately upon termination of the relationship as indicated, providing coverage has not otherwise terminated due to standard policy provisions.

## V. ACKNOWLEDGEMENTS:

We understand that a civil action may be brought against one or both of us for any losses (as well as attorneys' fees and costs) due to any false statement contained in this Affidavit or for failure to inform the Alera Group Benefits Department of changed circumstances as required in Section IV above. I, the undersigned employee, further understand that falsification of information in this Affidavit, or failure to notify the Alera Group Benefits Department of changed circumstances pursuant to Section IV above, may lead to disciplinary action against me, including discharge from employment.

We have provided the information in this Affidavit for use by the Alera Group Benefits Department for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that the Alera Group Benefits Department is not legally required to extend any such benefits (except where required by law). We understand that this information provided in this Affidavit will be treated as confidential by the Alera Group Benefits Department, but will be subject to disclosure; a) upon the express written authorization of the undersigned employee; b) upon request of the insurer or plan administrator; or c) if otherwise required by law.

We understand that this Affidavit may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Affidavit we should seek competent legal tax advice concerning such matters.

We affirm, under penalty of perjury, that the statements in this Affidavit are true and correct.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Date