

Domestic Partner Benefits

Introduction

Westminster College provides coverage for qualified Domestic Partners (same or opposite gender) to all Benefits Eligible employees for Medical, Dental, Vision, Basic & Supplemental Life, Long Term Care, Section 125, and Colonial Supplemental Insurance Plans.

There are certain criteria which determine who qualifies as a Domestic Partner – please make sure you read the Affidavit that follows this introduction carefully so that you understand what those criteria are.

Please note that there are also certain tax consequences to you if you decide to cover your Domestic Partner – again, please read the information that follows this introduction so that you understand what those tax consequences are. We also suggest that you consult your tax advisor for specifics on how these consequences may affect you personally.

If you would like to cover your Domestic Partner, please complete the “Affidavit of Domestic Partnership” below and return to the Human Resources Department. Likewise, if you would like to remove your Domestic Partner from your coverage due to its dissolution, please complete the “Statement of Termination of Domestic Partnership” below and return to the Human Resources Department.

Covering your Domestic Partner (or removing them from coverage) is subject to the same procedures and regulations regarding making coverage changes for any other dependent – you can add/remove a Domestic Partner to/from your coverage at open enrollment or at any of the allowed life events outlined on the eligibility page.

WESTMINSTER COLLEGE GROUP BENEFIT PLANS

(Including Group Health, EAP, Dental, Vision, Life, Long Term Care, Section 125, and Colonial Supplemental Insurance Plans)

SUMMARY OF TAX TREATMENT OF BENEFIT COVERAGE PROVIDED FOR DOMESTIC PARTNERS

Domestic Partners Eligible

Group benefits, including the plans listed above, are available for domestic partners of eligible employees. Please refer to the applicable summary plan description and enrollment materials for a definition of domestic partners and the procedure you must follow to enroll your domestic partner.

Tax Consequences of Domestic Partner Coverage

Under federal tax law, if your (non-spouse) domestic partner does not qualify as your tax dependent, as defined below, then the portion of the premiums Westminster College pays for the coverage of your domestic partner will be included in your gross income, subject to federal income tax withholding and employment taxes, and will be reported on your Form W-2. You will also be unable to claim expenses for the domestic partner under your Health Care Reimbursement Account, if you are a participant in that plan.

Tax Consequences Where the Domestic Partner is a Tax Dependent

If your Domestic Partner qualifies as your tax dependent, then no portion of the premiums paid by Westminster College will be included in your income or be subject to federal withholding or employment taxes.

1. Who is a Tax Dependent?

Your same-sex or opposite-sex domestic partner can qualify as your tax dependent, under Internal Revenue Code Section 152(a)(9) only if:

- For the entire calendar year in question, he or she lives with you as a member of the household you maintain and occupy;
- During the calendar year in question, you provide more than half of his or her total support; and
- The relationship does not violate state or local law.

Note that your domestic partner could be your tax dependent even if you do not claim an exemption for your domestic partner on your Form 1040. If your tax year is other than the calendar year, use that year instead.

We will also consider your opposite-sex domestic partner to be a tax dependent if he or she meets the above requirements for the first portion of the year, then you marry, and he or she remains your legal spouse for the remainder of the year.

2. Determining Support

To determine whether you provide more than half your domestic partner's total support you must compare the amount of support you provide with the amount of support your domestic partner receives from all other sources, including Social Security, welfare payments, the support you provide, and the support your domestic partner supplies for himself or herself. Support includes food, shelter, clothing, medical and dental care, education, and the like. If you believe you might provide more than half of your partner's support, you should use the support worksheet in IRS Publication 501 (Exemptions, Standard Deduction, and Filing Information) before you complete the Affidavit described below.

3. Filing an Affidavit of Domestic Partnership

You must complete the attached Affidavit of Domestic Partnership and return to HR with your enrollment materials. Because the determination of whether a person is a dependent for tax purposes turns on facts solely within your knowledge, Westminster College cannot make this determination for you. If Westminster College does not receive a properly completed Affidavit from you, the enrollment of your domestic partner in eligible benefits plans will be denied.

Affidavit of Domestic Partnership

We, _____, and
(Employee Name, please print)

_____ certify:
(Name of Domestic Partner, please print)

1. I have read the notice entitled "Summary of Tax Treatment of Benefit Coverage Provided for Domestic Partners" and understand the requirements for qualifying another person as my federal tax dependent.
2. The above-named person (place your initials next to the one line that applies to you):

_____ qualifies as my federal tax dependent in the current tax year.

or

_____ does not qualify as my federal tax dependent in the current tax year.
3. I agree to notify the Plan Administrator of Westminster College in writing as soon as there is any change in the above-named person's status as my tax dependent.
4. Each of us is at least eighteen (18) years of age or older and is mentally competent to consent to this "Affidavit of Domestic Partnership."
5. Neither of us is legally married to, legally separated from, or a Domestic Partner of another person under either statutory or common law.
6. Neither of us has had a different Domestic Partner within the past six months, unless the previous domestic partnership terminated as the result of death.
7. We are not related by blood or a degree of closeness that would bar marriage under the laws of our state of residence.
8. We share the same principal residence, have been residing together for at least six continuous months immediately prior to filing this affidavit, and intend to do so indefinitely.
9. We are not engaged in this relationship solely for the purpose of obtaining benefit coverage.
10. We have a close, committed, and exclusive personal relationship with each other, are jointly responsible for each other's common welfare and financial obligations, and we intend to continue this relationship for the indefinite future.
11. We understand that Domestic Partners are subject to the same enrollment period rules governing all other employees who are covered by, or are applying for the benefit plan coverage.
12. We meet the eligibility requirements for Domestic Partners set forth in the Domestic Partner Amendment to the Group Service Agreement. We understand that we must notify the employer group of any change in our meeting the eligibility requirements and that failure to continue to meet the conditions of eligibility will result in termination of coverage for the Domestic Partner.
13. We understand that any person, employer, or company who suffers any loss because of false statements contained in this "Affidavit of Domestic Partnership" may bring a civil action against us to recover their losses, including reasonable attorney fees. We agree to reimburse Westminster College for any and all taxes, penalties, or other losses (including reasonable attorney's fees) that

Westminster College may incur as a result of its reliance on this Affidavit if it is untrue in any respect or if we fail to provide the notices required.

14. We agree to notify the employer group of the termination of our domestic partnership within 30 days. A "Statement of Termination of Domestic Partnership" will be provided to the employer group to affirm that the partnership is terminated. We understand that a copy of the termination will be mailed to the other partner unless both signatures are on the written notification.
15. We understand that coverage for the Domestic Partner will terminate on the date the relationship ends.
16. We understand that after a signed "Statement of Termination of Domestic Partnership" has been filed with the employer group, another "Affidavit of Domestic Partnership" cannot be filed for at least six months, unless the termination was the result of the death of the Domestic Partner.
17. We understand that the I.R.S. recognizes Domestic Partners as dependents only when: (1) the Domestic Partner is not related to the employee; (2) the Domestic Partner receives more than half of his or her financial support in a calendar year from the employee; (3) the Domestic Partner's principal abode is the employee's home and the Domestic Partner is a member of the employee's household; and (4) the relationship between the employee and the Domestic Partner does not violate state law.
18. We provide the information in this affidavit to be used by the employer group for the sole purpose of determining our eligibility for domestic partnership benefits. We understand that this affidavit may be shared with the employer group's benefit plans. We also understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization or pursuant to a court order.
19. We affirm, under penalty of perjury, that the statements in this affidavit are true to the best of our knowledge.

There are tax consequences for Domestic Partner benefits that may differ from the taxation of benefits for legally married individuals or legal dependents. If the Domestic Partner does not qualify as a dependent under Section 152 of the Internal Revenue Code, the benefit derived by the non-employee Domestic Partner will be included in the gross income of the employee. Please seek the advice and consultation of your tax advisor for more detailed information.

(Employee Signature)

(Signature of Domestic Partner)

(Employee's Social Security No.)

(Domestic Partner's Social Security No.)

(Date)

(Date)

(Employee's Date of Birth)

(Domestic Partner's Date of Birth)

Statement of Termination of Domestic Partnership

I, _____, certify and declare that:
(Employee Name)

1. _____ and I are no longer Domestic Partners as of ____ / ____ / ____.
(Name of Domestic Partner)

I understand that coverage for this individual will terminate as of that date.

2. I make and file this statement of termination in order to cancel the Affidavit of Domestic Partnership filed by me with **Westminster College**.
3. I understand that I may not file another Affidavit of Domestic Partnership for at least six months from the date the relationship ended (as indicated above).
4. I mailed my former Domestic Partner a copy of this notice at:

_____ on _____.
(Address) (Date)

I declare, under penalty of perjury, that the above statements are true and correct.

Employee Name (print): _____

Employee Signature: _____

Social Security No: _____

Address: _____

Date: _____