## **AFFIDAVIT**

## **Committed Domestic Relationship**

(For use with Allied group medical and dental plans)



"Committed Domestic Relationship" means a committed relationship in a domestic setting, whether or not currently recognized, regulated or documented by law, between two (2) unrelated and consenting adults, of the same or opposite sex, including but not limited to: traditional marriage, same sex marriage, common law marriage, cohabitation, Medicaid spend down, domestic partnership and civil union.

<u>Instructions</u>: Use this Affidavit to certify that your partner in a Committed Domestic Relationship ("Domestic Partner") is eligible to participate in your health plan as your dependent spouse. This is a legal document that must be completed, signed and dated by both you and your Domestic Partner before a Notary Public (licensed in your resident state). If your relationship is legally documented under any state law, you may instead submit a copy of that license, registration or certificate.

<u>Enrollment</u>: To ensure coverage of your Domestic Partner under your health plan, you must submit your enrollment form **and this properly executed affidavit** within the enrollment time periods permitted under the Plan. <u>Important</u>: Refer to the Plan's summary plan description for all eligibility, enrollment and termination provisions and penalties.

## WE, THE UNDERSIGNED, BEING DULY SWORN UPON OUR OATHS, DECLARE AND CERTIFY THAT:

- 1. We are Domestic Partners in a Committed Domestic Relationship, as those terms are defined above.
- 2. Our Committed Domestic Relationship:
  - Was entered into by the undersigned two (2) individuals as the only Domestic Partners;
  - Was established on \_\_\_\_\_\_, \_\_\_\_, in the state of \_\_\_\_\_\_;
  - Has continuously existed since that date; and
  - Is currently domiciled in the state of \_\_\_\_\_\_ (the "Domiciliary State").
- 3. Each Domestic Partner of our Committed Domestic Relationship:
  - Is at least eighteen (18) years of age;
  - Is not currently a party to <u>another Committed Domestic Relationship</u> (i.e., with a third-party in a competing Committed Domestic Relationship); and
  - Is mentally competent to consent to a Committed Domestic Relationship and to execute this Affidavit.
- 4. The Domestic Partners of our Committed Domestic Relationship:
  - Are not related by blood any closer than that allowed by the marriage laws of the Domiciliary State;
  - Are currently committed to each other in a domestic partnership, for the purpose of sharing an intimate and/or family oriented relationship;
  - Currently share the same residence in the Domiciliary State, on a regular and permanent basis;
  - Are jointly responsible for the basic living expenses and personal welfare of the Domestic Partners, including food, shelter, medical care and other expenses and care typically involved in maintaining a household and family;
  - Are jointly responsible for major financial obligations of the Committed Domestic Relationship, including mortgages, leases, car loans, credit card payments, student loans and similar obligations typically incurred by families;
  - Jointly hold property and other assets of the Committed Domestic Relationship, including bank accounts, real estate, deeds, titles, investments and similar assets typically held by families;
  - Relate to each other as committed family members, evidenced by legal or public acts, such as filing joint tax returns or
    designating the other Domestic Partner as an insurance beneficiary, heir or executor under a will, representative under a
    power of attorney or living will, or trustee under a trust; and
  - Are able and willing to provide, upon request, at least three (3) examples of the above-noted financial and legal documents, verifying such joint responsibility, ownership and designation between the Domestic Partners.
- 5. The above statements are true and correct to the best of our knowledge and belief. We acknowledge that an omission or misrepresentation in this Affidavit, if intentional and material to our enrollment, may result in a denial or loss of coverage, now or in the future, including retroactive termination, forfeiture of benefits and liability for damages.

INSURED Signature:	Print Name:	
DOMESTIC PARTNER Signature:	Print Name:	
SUBSCRIBED AND SWORN TO BEFORE ME T	HIS DAY OF	
Notary Public	State	County
(SEAL)	My commission expires:	