

# Domestic Partner Affidavit



## INSTRUCTIONS:

As a condition of membership for Domestic Partners and their eligible children, the following affidavit must be completed and submitted to your Group at the time you complete your enrollment process. Your Group will forward a copy of the affidavit and enrollment form to Anthem. The information in this affidavit will not be used or released for any purpose other than to establish eligibility and availability of Benefits or as required by law, unless your Group or Anthem have your expressed written consent for other use or release. By signing and submitting this affidavit, each party agrees to the terms of the affidavit and to the terms and conditions of coverage under the Subscriber Certificate, including the Domestic Partner Rider.

### SECTION 1: EMPLOYEE INFORMATION

Last name	First name	Date
Plan identification no.	Group name	Group number

### SECTION 2: DECLARATION OF FACT

We certify under penalty of perjury, that each and every statement contained in this affidavit is true and correct to the best of our knowledge. We agree to all of the terms of this affidavit and declare the following:

- A. We are adults and neither of us is legally married or the partner in a lawful civil union. We have resided together in the same legal residence for at least 12 consecutive months as each other's sole domestic partner. We live in a committed, mutually monogamous, nonplatonic family-type relationship and intend to remain so indefinitely.
- B. It has been at least 12 months since either of us has filed a statement of termination naming the other as a party or naming another partner.
- C. It has been at least 12 months since either of us has been a party to a divorce or annulment proceeding or a proceeding to terminate a lawful civil union.
- D. Neither of us is the policy holder in a health benefits plan which covers a spouse, ex-spouse or former civil union partner or former domestic partner as a dependent. Neither of us is a dependent on any other person's health plan policy.
- E. We are at least 18 years of age and mentally competent to enter into contracts and are each jointly responsible for the common welfare and financial obligations of the other.
- F. We are not related by blood closer than would preclude lawful marriage in the state where we are legal residents.
- G. The Subscriber's enrollment form is complete and contains all of the information required by the Group and by Anthem regarding the identity and residence of eligible persons and contains information about any other health insurance coverage available to the Subscriber, Domestic Partner and any eligible children covered under the Subscriber's policy, including children of the Domestic Partner.

### SECTION 3: CHANGE IN DOMESTIC PARTNERSHIP

- A. Each of us agrees to notify the Group of any changes to our domestic partnership, as attested to in the declarations above. Notice will be in the form of a statement of termination approved by Anthem and by the Group. The statement of termination will be filed with the Group within 30 days of the change. Coverage for the Domestic Partner and any effected children will end on a date as determined by the Group and Anthem. Continuation and conversion privileges will be subject to the terms of the Domestic Partner Rider.
- B. Both partners agree that if either executes a statement of termination, he or she will mail a copy of the statement of termination to the last known address of the other (unless the other party is deceased).
- C. Both partners agree that a subsequent domestic partner affidavit cannot be filed until 12 months after any statement of termination is received by the Group. The 12-month period will be waived only if another domestic partner affidavit, approved by Anthem and by the Group, is filed for the same domestic partners within 31 days following the date that the statement of termination is received by the Group.

By signing this Affidavit, we agree that Anthem has full recovery rights if it is determined that any statement is fraudulent, misleading, deceptive, incomplete or untrue. Anthem's recovery rights are described in the Subscriber Certificate. We also agree that if any statement is determined to be fraudulent, misleading, deceptive, incomplete or untrue, or if we fail to notify the Group of changes effecting eligibility, our health coverage may be terminated on a date as determined by Anthem.

Employee signature <b>X</b>	Print name	Date
Employee address	Email address	
Domestic Partner signature <b>X</b>	Print name	Date
Domestic Partner address	Email address	

### NOTARY PUBLIC USE ONLY

State of \_\_\_\_\_ county of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared herein and who executed the foregoing, and swore to its truth.

Before me, \_\_\_\_\_  
Notary public signature and commission expiration date