



New York Life Insurance Company

– A Mutual Company Founded in 1845 –

51 Madison Avenue, New York, NY 10010

DECLARATION OF DOMESTIC PARTNERSHIP

Member/Employee Name: _____ Group Policyholder Name: _____
Address: _____ Group Policy Number: _____
City, State Zip Code: _____
Phone Number: _____

I. DECLARATION

We, _____ and _____, each
(Member/Employee – print name) (Domestic Partner – print name)

certify and declare that we are Domestic Partners in accordance with the following criteria:

- We are of the same sex.*
- We affirm that this Domestic Partnership began on or about ____ / ____ / ____.
- We are (i) engaged in a committed relationship of mutual caring and support; and (ii) jointly responsible for our common welfare and living expenses.
- Each of us is the other’s sole Domestic Partner, and both of us intend to maintain this Domestic Partnership indefinitely.
- Neither of us is married to or legally separated from anyone else nor has had another Domestic Partner within the prior six months.
- Each of us is at least eighteen (18) years of age and mentally competent to consent to contract.
- We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.
- We reside together in the same residence and intend to do so indefinitely. We have resided together in the same household for at least six months.
- We are not in this relationship principally for the purpose of obtaining benefits coverage.

* New York Life will recognize any Domestic Partnership established in accordance with applicable state law.

II. PROOF OF DOMESTIC PARTNERSHIP:

Our interdependence is demonstrated by completion of Section A or B below.

A. _____ Please check this item and attach a copy of the documentation if you and your Domestic Partner have a Government-issued Domestic Partner certificate or its equivalent, issued by a state or municipal government.

B. Please check at least three (3) of the following and attach a copy of the documentation for each:

- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property
- Common ownership of a motor vehicle
- Car insurance policy naming both the member/employee and Domestic Partner as insured
- Driver's license or State-Issued Non-Driver's ID listing a common address
- Proof of joint bank accounts, investment 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. CHANGE IN DOMESTIC PARTNERSHIP:

We acknowledge that we have an obligation to promptly notify New York Life if there is any change in our Domestic Partnership status as attested to in this Declaration, that would terminate this Declaration (e.g. due to death of a partner, a change in residence of one partner, termination of the relationship by court order or otherwise, etc.). We further understand that we have an obligation to promptly notify New York Life after any change in circumstances which makes a statement in this Declaration of Domestic Partnership no longer accurate. We will notify New York Life by filing a Declaration of Termination of Domestic Partnership (Form DTDP) within thirty-one (31) days of such change.

IV. ACKNOWLEDGEMENTS:

1. We have provided the information in this Declaration for use by New York Life for the sole purpose of determining our eligibility for certain benefits. We understand that the information provided in this Declaration will be treated as confidential by New York Life but will be subject to disclosure upon the express written authorization of the undersigned Member/Employee or if otherwise required or permitted by law.
2. We understand that some courts may interpret this Declaration as creating (or evidencing the creation of) legally enforceable rights and obligations between two attesting parties. These may include, for example, community property rights, and/or obligations to make support payments. They may include rights and obligations that apply during the period of Domestic Partnerships, and/or rights and obligations that apply after a termination of the Domestic Partnership.
3. We understand that New York Life may rely on this Declaration or a Declaration of Termination of Domestic Partnership, in determining eligibility and in deciding whether or not to pay/provide benefits. If it is determined by the applicable plan (or a coverage thereunder) that the criteria defining eligible Domestic Partners are no longer met, eligibility for coverage as a Domestic Partner may end as specified in the applicable provision of the Policy (or applicable coverage thereunder).
4. We understand that dependent children of the Domestic Partner may be eligible for coverage when they meet the criteria for eligible dependent as defined by the Policy.

We affirm, to the best of our knowledge and belief, that the statements in this Declaration are true and correct.

Member/Employee Signature

____ / ____ / ____
Date

Domestic Partner Signature

____ / ____ / ____
Date

Please return completed form and applicable documentation with the application for insurance. Otherwise, please return the Declaration of Domestic Partnership to: _____