

Affidavit of Domestic Partnership

Employee Information	
Name:	
Address:	
Social Security Number:	Employee Number:

Domestic Partner Information
Name:
Address:
Social Security Number:

We, the above parties, hereby declare that we are Domestic Partners and further declare that we meet the following criteria of Domestic Partnership:

1. We have been living in a committed exclusive relationship of mutual caring and support and have shared a common household for a period of at least one continuous year;
2. We intend for the Domestic Partnership to be permanent;
3. We are financially interdependent such that we are jointly responsible for the common welfare and financial obligations of the household, or the non-employee domestic partner is chiefly dependent upon the employee for care and financial assistance;
4. Neither of us is legally married to any other individual, and if previously married, a legal divorce or annulment has been obtained or the former spouse is deceased;
5. We are mentally competent to enter into a contract according to the laws of the State in which we reside;
6. We are 18 years of age or older and are old enough to enter into marriage according to the laws of the State in which we reside;
7. We do not have a blood relationship that would bar marriage under applicable laws of the State in which we reside, if we otherwise satisfied all other applicable marriage requirements of such State;
8. We are not in this relationship solely for the purpose of obtaining benefits.

We understand that:

1. Domestic partner benefits under the Arthur J. Gallagher & Co. plans and policies may have federal, and possibly state, tax consequences;
2. To enroll the nonemployee Domestic Partner in a Gallagher benefit plan, we must make any required elections during an open enrollment period under the plan or within 31 days after this affidavit is filed.
3. If the Domestic Partnership no longer meets all of the criteria attested to in this Affidavit, we must file an Affidavit of Termination of Domestic Partnership with Corporate Human Resources within thirty-one (31) days of such change;
4. If we supply false information in this Affidavit, submit fraudulent benefit claims, or fail to notify the Company of any termination of our Domestic Partnership, the Company may:
 - a. Recover any benefits improperly paid, and
 - b. Initiate disciplinary action which may include termination of the employee's employment. We further understand that any person/employer/company who suffers any loss due to any false statements contained in the documents provided as part of this Affidavit, any fraudulent benefit claims, or failure to notify the Company as described above, may bring a civil action against either or both of us to recover their losses, including reasonable attorney's fees.
5. The filing of this Affidavit may have other legal and/or financial consequences, including the fact that it may be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.

Acknowledgements:

1. We certify that any and all representations that we have made and information that we have provided as part of this Affidavit as evidence of our Domestic Partnership are true and accurate and that any documents attached hereto or provided to Gallagher upon request are authentic.
2. We agree to indemnify, jointly and severally, the company and its Claims Administrator for any expenses or liabilities they incur as a result of any misrepresentations or inaccuracies, whether made knowingly or unknowingly, in this Affidavit or in any of the information concerning our Domestic Partnership provided with the Affidavit.

3. We have provided the information in this Affidavit for use by Gallagher for the purpose of determining our eligibility for Domestic Partner benefits.
4. We have been advised to consult with an attorney regarding the possibility that the filing of this Declaration may have other legal and/or financial consequences, including the fact that it may, in the event of the termination of the domestic partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.
5. We affirm, under penalties of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge and belief.

Employee Signature

Date

Domestic Partner's Signature

Date

Sworn to and subscribed
Before me this ____ day
Of _____, _____

Notary Public

My Commission Expires: