



Tax Service Agreement Short Term Disability (STD)

POLICYHOLDER/EMPLOYER NAME: _____

EFFECTIVE DATE OF REQUEST (current or future date only): _____

By completing the following agreement, you authorize The Hartford* to report, withhold and deposit the taxes described below.

A. STANDARD TAX SERVICES

- The Hartford will withhold and deposit applicable and properly elected additional United States federal income taxes (FIT) and state income tax (SIT) as well as applicable Employee FICA taxes from disability benefits/sick pay. The Hartford will make timely filings with the appropriate United States federal and state agencies.
- The Hartford will deposit the taxes using The Hartford's tax identification number and will timely notify Policyholder/Employer of these payments. This notification is provided to you on the EOB (Explanation of Benefits).
- The Hartford assumes no responsibility for the Policyholder/Employer's share of FICA (unless elected below).
- The Hartford assumes no responsibility for any other payroll or employment related tax, fee, premium or the like including Federal Unemployment Insurance (FUTA) and State Unemployment Insurance (SUTA), State Disability Insurance, State or Local Occupational Taxes, other jurisdictional taxes such as municipal, city or county taxes, or any Workers' Compensation Tax which may be applicable to the disability benefits The Hartford is paying.
- The Hartford will prepare and deliver to Policyholder/Employer the annual summary reports of benefits paid.

B. W-2 SERVICES (select one)

Policyholder/Employer **authorizes** The Hartford to prepare Forms W-2 for payees and file such forms with the appropriate United States federal and state agencies.

- The Hartford will postmark by January 31st of each year, or such other date required by law, Forms W-2 containing sick pay information to payees and make information return filings in accordance with Federal and State requirements regarding income tax, Social Security, and Medicare tax.
- The Hartford will issue Forms W-2 using The Hartford's tax identification number.
- If the Policy is terminated, The Hartford will continue to provide Forms W-2 and make information return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the Policy.

Policyholder/Employer **declines** The Hartford service to prepare Forms W-2 for payees or file Federal and State information returns reporting disability benefits/sick pay. The Hartford will provide Policyholder/Employer by January 15th of each year the information required by Federal law to enable Policyholder/Employer to prepare Forms W-2 for its active and terminated employees.

If Policyholder/Employer declines W-2 services, FICA Match Service may not be selected below.

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*The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company, Hartford Life and Accident Insurance Company and its administrative services company Hartford-Comprehensive Employee Benefit Services Company, and any of their parents, affiliates, subsidiaries and/or third contractors. Policies sold in New York are underwritten by Hartford Life Insurance Company. Home Office of both companies is Simsbury, CT.

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C. **FICA MATCH SERVICE (W-2 Services must be selected above if Policyholder/Employer authorizes FICA Match Services.)**

Policyholder/Employer **authorizes** The Hartford to prepare Forms W-2 as selected in section B, and to pay Policyholder/Employer's share of FICA taxes (FICA Match Service). Policyholder agrees that adding STD FICA Match Service will require underwriter review. If selection of this service results in a change in monthly premium or fees, Hartford will promptly notify Policyholder/Employer. This authorization applies to the following plan(s):

Fully Insured STD (Not available to some case sizes)

New York Statutory (DBL)

New Jersey Statutory (TDB)

Hawaii (TDI)

Administrative Services Only (ASO) STD

- Employer agrees to fund an imprest account by remitting to The Hartford an amount equal to one month of existing FICA Tax Liability to cover outlays of funds for the deposit of the Employer's portion of the FICA deposit prior to reimbursement.

Amount submitted with this Agreement \$ _____

- The Hartford will prepare a monthly invoice itemizing the FICA taxes paid on Employer's behalf and that Employer will remit payment to The Hartford upon receipt of the invoice.

California Statutory (CASDI)
(Note PFL is not subject to state or FICA tax)

Policyholder/Employer **declines** The Hartford's FICA Match Service and will report and deposit its share of any FICA tax withheld from benefits paid, if applicable. This declination applies to the following plan(s):

Fully Insured STD

New York Statutory (DBL)

New Jersey Statutory (TDB)

Hawaii (TDI)

ASO STD

California Statutory (CASDI)
(Note PFL is not subject to state or FICA tax)

D. **HOW TAX SERVICES APPLY TO POLICYHOLDER/EMPLOYER'S LOCATIONS, DIVISIONS, OR EMPLOYEE CLASSES**

Tax Services selected above apply to all locations, divisions and/or classes of the Policyholder/Employer.

Yes No

If no, the Policyholder/Employer must provide the Hartford with a listing of all locations, divisions and/or classes that will have Tax Services that differ from the selections under Sections B and C of this agreement.

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E. GENERAL PROVISIONS

1. Changing Selected Tax Services

Policyholder/Employer agrees that any service change regarding Forms W-2 must be requested in writing on or before November 15th of the current tax year. Any change in W-2 Services after November 15th may result in Employees receiving Forms W-2 after January 31st or possible duplicate forms issued from both The Hartford and Policyholder/Employer.

Policyholder/Employer agrees that any service change regarding Employer FICA Match service will be effective on January 1st following the date on which a new Tax Service Agreement has been signed and submitted to The Hartford.

2. Accurate and Timely Information

Policyholder/Employer agrees to provide The Hartford with accurate and timely information to provide selected tax services, including information to determine the taxable portion of the benefits. Submission of incorrect taxable portion of benefits by the Policyholder/Employer which later requires The Hartford to retroactively correct claimant net benefits may result in fees payable to The Hartford to cover reasonable processing.

3. Hold Harmless

Policyholder/Employer agrees to indemnify and hold The Hartford harmless from any and all liability, including but not limited to fines or penalties that may result from erroneous, incomplete, or untimely information provided by Policyholder/Employer to The Hartford in connection with the selected tax services and The Hartford's performance of its duties under this Agreement.

4. Pricing for selected Tax Services

Policyholder agrees that the Fully Insured FICA Match Service will require underwriter review. If selection of this service results in a change in premium, Hartford will promptly notify Policyholder.

Employer agrees that the ASO W-2 AND FICA Match Services will require underwriter review. If selection of this service results in a change in fees, Hartford will promptly notify Employer.

Legal Name of Entity

Signature

Date

Name and Title of Authorized Signer

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