

**Request Effective with Tax Year:**

**W-2:** \_\_\_\_\_  
(current or future tax year)

**FICA Match:** \_\_\_\_\_  
(New group - current or future tax year)  
(Existing group - future tax year only)

Employer Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Employer Tax ID Number (EIN): \_\_\_\_\_ E-mail address \_\_\_\_\_

Group Policy Number(s): \_\_\_\_\_

**This Agreement Applies to:**    **Short Term Disability Only**       **Long Term Disability Only**       **Both STD and LTD**

**A. W-2 Options for disability income benefits ("sick pay") - Choose Option 1 or Option 2:**

**W-2 Option** may be selected up to November 15th of the current tax year.

- OPTION 1. Insurer prepares W-2 statements for payees and files Federal and State information returns reporting sick pay.**

Employer hereby designates Insurer as its agent for the sole purpose of providing W-2 statements with sick pay information to payees by January 31st of each year, or such other date required by the Internal Revenue Service, and for making information return filings in accordance with Federal and State requirements regarding income tax, social security and Medicare tax. Insurer will use its EIN number on each of these forms. Employer is responsible for providing Insurer with all information necessary for Insurer to file timely and correct statements and returns, including the information necessary to determine the taxable portion of sick pay. The employee contributions made with after tax dollars will determine what portion of sick pay, if any, is excludable from employee's gross income. If Policy terminates, Insurer will continue to provide W-2 statements and make information return filings for sick pay payments on all claims incurred prior to termination of Policy.

**NOTE:** We will issue W-2's on a continuous basis, until notified differently by the Employer.

- OPTION 2. Insurer DOES NOT prepare Form W-2 statements for payees and Federal and State information returns reporting sick pay.** If this option is chosen, Insurer will provide Employer by January 15th of each year with the information required by Federal law for Employer to prepare W-2s for its employees and file Federal and State information returns.

**B. Employer FICA Options with respect to Employer's share of Social Security and Medicare taxes:**

**FICA Match Option** can be selected as of your policy effective date for new groups. If you are an existing group, FICA Match Option can only be selected as of January 1st of the future tax year.

- STANDARD. Employer retains responsibility for paying the Employer's share of Social Security and Medicare taxes.** Insurer will provide Employer with reports containing these amounts on a quarterly basis.
- OPTION 1. Insurer pays the Employer's share of Social Security and Medicare taxes and deposits the taxes using the Insurer's EIN.** Employer will not be required to reimburse the Insurer for these amounts. Employer understands that the Employer FICA Match service will result in an increase of premium. If this Option is selected, the Insurer must prepare W-2 statements. Employer must select Option 1 in Section A.

**C. General Sick Pay Reporting Requirements**

Employer is responsible for providing Insurer with accurate information, including total wages paid employee during the calendar year, the last date the employee worked, and the employee contribution percentage of sick pay premium and whether these contributions were paid with BEFORE or AFTER tax dollars.

Insurer will notify Employer of the payments on which employee taxes were withheld. A weekly report will be sent to the Employer within the time required for Insurer's deposit of these amounts. Quarterly and Annual reports will also be sent to the Employer. Insurer will withhold and make timely deposits of employee Social Security and Medicare taxes.

Under no circumstances does Insurer assume any responsibility for Employer's portion of FUTA taxes or any other payroll or employment related tax, fee, premium or the like, including State disability insurance, State or local occupational tax or any Workers' Compensation tax which may be applicable to the sick pay.

Insurer agrees to withhold and deposit Federal income tax as required by the IRS or as requested by the employee on Federal W-4S form.

This Agreement will continue until replaced by a new Agreement, the Policy terminates and/or sick pay payments are discontinued. This Agreement replaces any prior dated Agreements.

**EMPLOYER**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_