



## Tax Service Agreement Long Term Disability (LTD)

POLICYHOLDER/EMPLOYER NAME: DO NOT USE-REFERENCE ONLY

EFFECTIVE DATE OF REQUEST (current or future date only): Month 1, YYYY

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 15<sup>th</sup> 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.

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

- Employer **authorizes** The Hartford to prepare W-2 statements as selected in section B, and to pay Employer's share of FICA taxes (FICA Match Service).
- Employer **declines** The Hartford's FICA Match Service and will report and deposit Employer's share of any FICA tax withheld from LTD benefits paid.

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

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

- Yes  No

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

**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 15<sup>th</sup> of the current tax year. Any change in W-2 Services after November 15<sup>th</sup> may result in Employees receiving Forms W-2 after January 31<sup>st</sup> 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 1<sup>st</sup> 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 service and The Hartford's performance of its duties under this Agreement.

DOCUMENT IS REFERENCE ONLY

Legal Name of Entity

\_\_\_\_\_  
Signature

MMDDYYYY

Date

\_\_\_\_\_  
Name and Title of Authorized Signer