

STUDENT ACCIDENT INSURANCE

2021-2022 SCHOOL YEAR

This is a reminder to parents with a child or children **attending** school in our School District that we do not carry medical insurance on students, but do provide parents with the opportunity to select a primary excess accident insurance plan for students. Student accident insurance can help you eliminate the possibility of out-of-pocket expenses, since many group insurance policies no longer pay full hospital and medical expenses and may require a deductible or co-insurance. There are two plans available for your consideration:

- **Plan #1 School Time Coverage** – Costs \$36 per student – This will cover injury occurring while the student is traveling to and from school, while attending school sponsored activities such as plays, assemblies, class trips, interscholastic sports other than Sr. high football, intramural sports, gym and physical education classes, etc.
- **Plan #2 24 Hour Coverage** – Costs \$130 per student – This will cover all of the above, plus accidents occurring away from school, in the evenings and on weekends, vacations, etc.

Please note that the plans should be considered in conjunction with any other family medical insurance you may have.

Please see the attached Brochure for a complete description of the plans and the various coverage options. If you have any questions, please call an Insurance Broker at directly at (800) 366-5810 x 52128 between 8:00 a.m. and 5:00 p.m.

PLEASE DO NOT SEND CASH!! Completed applications (found on the last page of the attached brochure) should be returned by mail with a check or money order for the correct premium, directly to:

A&H Lockbox
P.O. Box 45731
Baltimore, MD 21297

DO NOT RETURN THE APPLICATION & PAYMENT TO YOUR STUDENT'S SCHOOL

This insurance can be purchased anytime during the 2021-2022 school year.

Parents enrolling more than one child must fill out an application for each child, write a separate check or obtain a money order for each child/student being enrolled and mail in separate envelopes to the address above. Your cancelled check or money order receipt is your proof of payment. Thank you!

Up to \$1,000,000 Voluntary Student Accident Medical Insurance Protection



Administered By:

ALIVE RISK

a Unit of RSG Underwriting Managers

2021-2022

Underwritten by:

AXIS INSURANCE COMPANY

IMPORTANT NOTICE

This Brochure provides a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the policy issued in Pennsylvania under form number BACC-001-0909-PA. Complete details are found in the policy on file at your school's office. The policy is subject to the laws of the state in which it was issued. Please keep this information for your reference.

THIS INSURANCE DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL COVERAGE AND IS NOT DESIGNED TO REPLACE MAJOR MEDICAL INSURANCE. FURTHER, THIS INSURANCE IS NOT MINIMUM ESSENTIAL BENEFITS AS SET FORTH UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT. IF YOU DON'T HAVE MINIMUM ESSENTIAL COVERAGE, YOU MAY OWE ADDITIONAL PAYMENT WITH YOUR TAXES.

**BEST BUY
24-HOUR COVERAGE**

Around-the-clock accident coverage for your child at any time. Insurance Protection during vacations, weekends and school days.

24-Hour Coverage is your best buy because it is not limited to school connected accidents but also covers accidental Injury at home or away. ANY COVERED ACTIVITY - ANYTIME - ANYW HERE. Continuous Insurance protection from the effective date to the opening of the next school term.

Coverage becomes effective on the date the Application and Premium are received by the administrator. Once effective, coverage continues until the first day of school in the following year or until the policy with the school expires, whichever occurs first.

SCHOOL TIME ACCIDENT COVERAGE

Insurance coverage for the hours and days when school is in session and while attending school sponsored and supervised activities.

- During school year • School supervised activities
- On the school premises • Class trips
- Travel to and from school

This coverage is subject to the terms and conditions stated in the policy.

ACCIDENTAL DEATH AND DISMEMBERMENT OR LOSS OF SIGHT

When Injury results in an Insured's death, the Company will pay a \$5,000 accidental death benefit. When Injury results in any one of the following covered losses within 365 days from the date of a covered accident, the Company will pay the benefit shown in the schedule below. Only one benefit, the largest, will be paid for more than one loss (including death) resulting from the same covered accident.

Covered Loss	Benefit Amount
Loss of Life	As shown on the Master Insurance Application
Loss of Two or More Hands or Feet	\$20,000
Loss of Sight of Both Eyes	\$20,000
Loss of One Hand or Foot and Sight in One Eye	\$20,000
Loss of One Hand or Foot	\$10,000
Loss of Sight in One Eye	\$10,000
Loss of Thumb and Index Finger of the same Hand	\$10,000
Loss of all Four Fingers of the Same Hand	\$10,000

Exposure and Disappearance **Included**

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Severance means complete separation and dismemberment of the part from the body.

OPTIONAL \$100,000.00 ACCIDENTAL DENTAL BENEFIT

By adding \$8.50 to your premium payment, dental benefits will be extended to provide payment for the Usual and Customary Expenses incurred within two years from the date of a covered accident for injury to sound and natural teeth, up to a maximum of \$100,000 per covered accident, provided treatments and services begin within 90 days from the date of the covered injury. The following services are included in this benefit:

1. Replacement of caps, crowns, dentures, and orthodontic appliances (including braces) fillings, inlays, crozat appliances, endodontics, oral surgery, examinations and x-ray services required as a result of Injury.
2. In no event shall the Company's payment exceed the usual and customary charge normally made by a Dentist for necessary treatment actually rendered during the 104-week period immediately following the date of Injury; if there is more than one way to treat a Dental issue, the Company will pay benefits for the least expensive procedure provided that this meets acceptable dental standards.
3. When a dentist certifies to the Claim Administrator that treatment will continue beyond the two year benefit period, a maximum of \$1,500 will be paid. Treatment must be completed within two years of the expiration of the initial treatment period. This benefit is in effect 24 hours a day, even when purchased with School Time Accident Coverage.

ACCIDENT INSURANCE PROTECTION PROVIDING A MAXIMUM OF \$1,000,000 ACCIDENT MEDICAL EXPENSE BENEFITS

The company will pay the Usual and Customary Expenses incurred for a covered Injury, if the first treatment is received within 90 days after the Injury. The Schedule of Benefits is stated below. Benefits are payable up to a maximum of 52 weeks after the date of the covered Injury.

MAXIMUM BENEFITS

Hospital Services:

Daily Room & Board (Semi-private) . . . Usual & Customary
Intensive Care Room & Board..... Usual & Customary
(not to exceed 7 days)

Miscellaneous Services:

During Hospital Confinement or when surgery is performed..... Usual & Customary
Emergency Room out-patient:
when Hospital Confinement is not required \$400.00 maximum

Doctor's Services:

Surgery, including pre and post-operative care - Usual & Customary Expenses in accordance with the 1974 Revised California Relative Value Study, 5th Edition, having a conversion factor of \$180.00 unit value

Anesthesia: (including administration) and assistant surgeon: % of surgical allowance 40%

Doctor visits other than for Physiotherapy or similar treatment when no surgery benefit is paid Usual & Customary

Consultants (when required by attending physician for confirmation or determining a diagnosis, but not for treatment) and second opinion: Usual & Customary

Laboratory & X-Ray Services:

Other than Dental and including fee for interpretation and/or reading of X-Ray - \$650.00
X-ray when not Hospital Confined. Lab - \$650.00

Additional Services:

Physiotherapy or similar treatment:
In-Hospital Usual & Customary Maximum 30 Visits
Out of Hospital \$50 per visit Maximum 10 visits
Registered or Licensed Nurse (in or out of the hospital) Usual & Customary
Ambulance to initial treatment facility... Usual & Customary

Orthopedic Appliances:
In-Hospital Usual & Customary
Out of Hospital Usual & Customary

Outpatient drugs & medication: Administered in Doctor's office or by prescription Usual & Customary
Eyeglasses, contact lenses and hearing aids; replacement of broken eyeglasses and/or frames, contact lenses, hearing aids, resulting from a covered injury Usual & Customary

Dental Services:

For treatment, repair or replacement of Injured natural teeth, includes initial braces when required for treatment of a covered Injury, as well as examinations, x-rays, restorative treatment, endodontics, oral surgery, and treatment for gingivitis resulting from trauma Usual & Customary

PRIMARY EXCESS COVERAGE

The Company will pay the first \$100 of covered expense for any one claim resulting from any one covered accident without regard to other insurance. Thereafter, benefits will be payable for covered expenses above \$100.00 that are not recoverable from other valid and collectible group insurance. If the Insured is not covered by other insurance, full benefits will be payable as described in the Schedule of Benefits. Benefits are payable for a maximum of 52 weeks from the date of injury.

EXCLUSIONS AND LIMITATIONS

Exclusions apply to the Accident Medical Expense Benefit and the Accidental Death and Dismemberment Benefit.

Limitation for Motor Vehicle Accidents

Benefits will be paid for Covered Expenses incurred for treatment of Covered Injuries that result directly and independently of all other causes from a Covered Accident that occurred while the Insured Person was riding in or driving a Motor Vehicle. Benefits will not exceed \$10,000.

Excluded Expenses The following will not be considered Medically Necessary Covered Expenses unless coverage is specifically provided:

1. expenses payable by any automobile insurance policy without regard to fault;
2. cosmetic surgery, except for reconstructive surgery needed as the result of a Covered Injury;
3. examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses; and
4. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
5. treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the Covered Activity (does not apply to Voluntary Coverage) (does not apply if Expanded Sports Medical Coverage is Selected on the Master Application); or
6. treatment of an injury resulting from or contributed to by frostbite, fainting or seizures, or heatstroke or heat exhaustion (does not apply to Voluntary Coverage) (does not apply if Expanded Sports Medical Coverage is Selected on the Master Application).

COMMON EXCLUSIONS:

1. intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
5. flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
6. parachuting;
7. travel in or on any off-road motorized vehicle that does not require licensing as a motor vehicle;
8. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or indirectly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
9. a cardiovascular, event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a Physician, while the Insured Person participates in a Covered Activity (does not apply to Voluntary Coverage) (does not apply if Expanded Sports Medical Coverage is Selected on the Master Application);
10. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
11. injuries compensable under Workers' Compensation law or any similar law;
12. the Insured Person's intoxication. The Insured Person is conclusively deemed to be intoxicated if the level in His blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether He is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the Insured Person's intoxication;
13. practice or play in Senior High Interscholastic Football and/or Senior High Interscholastic Sports, including travelling to and from games and practice, unless specifically provided for in the Master Insurance Application;
14. participation in any sports activity not specifically authorized, sponsored and supervised by the Policyholder, whether or not it takes place on the Policyholder's premises or during normal School hours, including snowboarding, skiing and ice hockey;

15. treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Insured Person's household;
 - c. an Immediate Family Member, including domestic partner, of either the Insured Person or the Insured Person's Spouse; or
 - d. the Insured Person.

LIMITATIONS: Any Injury occurring, and expenses incurred therefrom, as a result of a covered accident which occurs while an Insured is engaged in an activity which is covered under the School's Compulsory Plan, will not be covered under a Voluntary Plan.

When Excess Insurance is provided and another Plan Providing Medical Expense Benefits to an Insured is an HMO, PPO, or similar arrangement for provision of benefits or services and the covered accident occurs within the geographic area of the HMO, PPO, or similar arrangement for provision of benefits or services and the Insured does not use the facilities of the HMO, PPO, or similar arrangement for provision of benefits or services, the medical benefits otherwise payable under the policy shall be reduced by 50%. This limitation shall not apply to emergency treatment required within 24 hours after an accident or when the covered accident occurs outside the geographic area served by the HMO, PPO, or similar arrangement of benefits or services.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

NOTE: It is not the intent of the Company to unfairly reduce benefit for any Insured if the Insured is outside the Network Area of the HMO, PPO, or similar arrangement for benefits or services and no benefits are available. The reduction of benefits is only for those Insureds who can use their HMO, PPO, or similar arrangement for benefits or services and have not done so.

Disclosure

US insurance coverage is underwritten by AXIS Insurance Company. Coverage is subject to exclusions and limitations and may not be available in all US states and jurisdictions. Product availability and plan design features, including eligibility requirements, descriptions of benefits, exclusions or limitations may vary depending on local country or US state laws. Full terms and conditions of coverage, including effective dates of coverage, benefits, limitations, and exclusions, are set forth in the policy.

To File A Claim:

1. To download a claim form, go to: www.aliverisk.com
2. Fill out all necessary information
3. Be sure to sign and date the bottom
4. Enclose itemized bills, paid receipts and/or other insurance explanation of benefits.
5. Send claim forms, itemized bills and receipts to:

**90 Degree Benefits
PO Box 6540
Harrisburg, Pa 17112
Ph: 1-800-427-9308
Fax: (717) 652-8328
Email: Student.Insurance@90degreebenefits.com**

Proof of Loss is required within 90 days from the date of the Accident. You have ONE year from the time Proof of Loss would have been required to file a claim. Claims submitted past this period will not be considered for payment under the policy.

ENROLLMENT FORM CHECKLIST

Did You:

- Fill out all of the appropriate information on the enrollment form (MAKE SURE SCHOOL DISTRICT IS CLEARLY LISTED)
- Check the appropriate box(s) for the coverage you have selected.
- Enclose a CHECK or MONEY ORDER for the total Premium (your cancelled check or money order stub will serve as proof of payment) along with the completed enrollment form in an envelope.

For questions, inquiries, and information contact:

Alive Risk
a unit of RSG Underwriting Managers
(800) 366-5810 x 52128

DO NOT SEND CASH

Enrollment Form

Please Print

2021-2022 Pennsylvania

STUDENT'S LASTNAME		
STUDENT'S FIRSTNAME		MIDDLE INITIAL
BIRTHDATE(MM/DD/YYYY)	GRADE	PHONE
HOME ADDRESS		APT#
CITY	ST	ZIP
SCHOOL SYSTEM/DISTRICT		
SCHOOLNAME		
<p>Any person who knowingly and with intent to defraud any insurance company or other person files an enrollment form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.</p>		
SIGNATURE OF PARENT OR GUARDIAN		DATE

My signature above certifies that I have read and understand the Student Accident Insurance Protection brochure and agree to accept the terms and conditions stated here in.

No obligation to purchase.

School Year Rate – 2021-2022 CHECK ✓ YOUR SELECTION	
Coverage Plans	Premiums
BESTBUY! 24-Hour	<input type="checkbox"/> \$130.00
SchoolTime	<input type="checkbox"/> \$36.00
Dental Accident Insurance (with either of the above plans)	<input type="checkbox"/> \$8.50

Make checks payable to:
Alive Risk

How to Enroll

1. Decide whether you want the Schooltime, 24-Hour Accident Protection or Dental Plan.
2. Fill out the enrollment form and enclose the form along with a check or money order made payable to the Administrator shown for the correct amount.
3. Mail envelope A&H Lockbox; PO Box 45731; Baltimore, MD 21297
Your cancelled check or money order stub will be your receipt and confirmation of payment. (Please write the student's name and school name on your check.)



How to file a Medical Claim

(For Special Risk, Sports, Campers, Youth Groups, and Participant Accident Insurance Policies)

Attached is a claim form for your accident policy.

Please forward claims and questions to the following address:

90 Degree Benefits

PO Box 6540

Harrisburg, Pa 17112

Ph: 1-800-427-9308

Fax: (717) 652-8328

Email: Student.Insurance@90degreebenefits.com

Step 1: The Participating Organization (NOT the Parent, Claimant or Agent) should:

- Fully answer each item in Part I, The Participating Organization Statement.
- Read the fraud warning statement on page 3 and sign the form where indicated in Part I.

Step 2: The Parent/Guardian or Adult Claimant Should:

- Fully answer each item in Part II, including the claimant's personal information, parent's information, along with other insurance information.
- In order to ensure we receive complete claim information, we require providers to submit standardized itemized bills (called "UB04" for hospital charges and/or a "CMS-1500" for physician charges).
- Providers may bill us directly. If they do, please ensure a completed claim form has first been submitted to our office.
- If other insurance exists, include the other insurance company's corresponding Explanation of Benefits (EOBs). **We are Primary over State provided Insurance (i.e. all Medicaid programs) and Non-active Duty TRICARE.**
- Unless proof of payment is submitted with the medical bill (a copy of the check, a medical bill that indicates the claimant has made all or partial payment, or zero balance information) claim payment is sent directly to the medical providers.
- Review Part III, Authorizations
- Read the fraud warning statement on page 3 and sign where indicated on the bottom of the Claim Form.

Helpful information for submitting claims

- A fully completed Claim Form is required for each accident/injury. Claims submitted with incomplete information will be sent back to injured party, to complete missing information.
- The acceptance of a claim form by an insurance company is not an admission of coverage.
- The claimant must seek treatment, resulting in a medical expense, within 90 days of the injury. Contact our office for verification.
- Written proof of loss must be furnished to the Company within 90 days after the date of the Covered Loss or as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Step 3: Submit the Completed Notice of Claim (Claim Form) via either by mail, fax, or email listed above. Please note: if sending information via email, it is only used to receive incoming information. Any questions about claims please call our office.

- 1. Please Fully Complete This Form
- 2. See Filing Instructions Attached
- 3. Mail To

90 Degree Benefits
PO Box 6540
Harrisburg, PA 17112
Phone: 1-800-427-9308
Fax: 717-652-8328



Email: Student.Insurance@90degreebenefits

PART I - PARTICIPATING ORGANIZATION STATEMENT

Policy Number:		Organization Name:		Event, Activity, or Sport:	
Claimant's Name (Injured Person)		The Injured Person Was A: <input type="checkbox"/> Participant <input type="checkbox"/> Staff Member <input type="checkbox"/> Other		Date and Time Of Accident:	
Place Where Accident Occurred:		Type of Injury: (Indicate Part Of Body Injured - e.g. broken arm, etc.)			
Describe How Accident Occurred - Provide All Possible Details:					
Dental Claims	Indicate Which Teeth Were Involved:		Describe Condition of Injured Teeth Prior To Accident: <input type="checkbox"/> Whole, Sound & Natural <input type="checkbox"/> Filled <input type="checkbox"/> Capped <input type="checkbox"/> Artificial		
Did Accident (Check Yes or No for Each of The Following):					
A. During A Participating Organization Sponsored & Supervised, or Sanctioned Activity?		<input type="checkbox"/> YES		<input type="checkbox"/> No	
B. On Activity Premises:		<input type="checkbox"/> YES		<input type="checkbox"/> No	
C. While Traveling Directly and Uninterruptedly to Or From the Activity?		<input type="checkbox"/> YES		<input type="checkbox"/> No	
D. During A Participating Organization Practice or Competition?		<input type="checkbox"/> YES		<input type="checkbox"/> No	
E. Did Injury Result in Death:		<input type="checkbox"/> YES		<input type="checkbox"/> No	
Signature of Participating Organization Representative:		Name & Title of Participating Organization Representative:		Date:	

PART II - PARENT, RESPONSIBLE PARTY, OR GUARDIAN STATEMENT

Best Contact Number (Included Area Code):		Social Security Number (Of Injured):		Gender (Of Injured): <input type="checkbox"/> M <input type="checkbox"/> F		Date of Birth (Of Injured):	
Address (in which information should be mailed to):							
Do you/spouse/parent have medical/health care, or are you enrolled as an individual, employee or dependent member of a Health Maintenance Organization (HMO) or similar prepaid health care plan, or any other type of accident/health/sickness plan coverage through an employer, a parent's employer, or other source? <input type="checkbox"/> YES <input type="checkbox"/> No							
If yes, name of insurance company: _____				Policy #: _____			
Are you eligible to receive benefits under any governmental plan or program, including Medicare?				<input type="checkbox"/> YES <input type="checkbox"/> No			
If yes, please explain: _____							
Mother (Guardian's) primary employer name, address & telephone: _____							
Father (Guardian's) primary employer name, address & telephone: _____							

PART III - AUTHORIZATIONS

I authorize medical payments to physician or supplier for services described on any attached statements. If not signed, provide proof of payment.

SIGNATURE: _____ **DATE:** _____

I authorize any physician, medical professional, hospital, covered entity as defined under HIPPA, insurer or other organization or person having any records, dates or information concerning the claimant to disclose when requested to do so, all information with respect to any injury, policy coverage, medical history, consultation, prescription or treatment, and copies of all hospital or medical records or all such records in their entirety to **AXIS Insurance Company** or its designated administrator. A photo static copy of this authorization shall be considered as effective and valid as the original.

I agree that should it be determined at a later date there is other insurance (or similar), to reimburse **AXIS Insurance Company** to the extent of any amount collectible. I understand that any person who knowingly and with the intent to defraud or deceive any insurance company; files a claim containing any material by false, incomplete, or misleading information, may be subjected to prosecution for insurance fraud.

SIGNATURE: _____ **DATE:** _____

Important Notice

- ❖ ***In General, and specifically for residents of Arkansas, Illinois, Louisiana, Rhode Island and West Virginia:*** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For Residents of Alabama:*** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines and confinement in prison, or any combination thereof.
- ❖ ***For residents of Colorado:*** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- ❖ ***For residents of the District of Columbia:*** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- ❖ ***For residents of Florida:*** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- ❖ ***For residents of Kentucky:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- ❖ ***For residents of Maine, Tennessee and Washington:*** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- ❖ ***For residents of Oregon:*** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For residents of Maryland:*** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For residents of New Jersey:*** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- ❖ ***For residents of New Mexico:*** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
- ❖ ***For residents of New York:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- ❖ ***For residents of Ohio:*** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- ❖ ***For residents of Oklahoma:*** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- ❖ ***For residents of Pennsylvania:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- ❖ ***For residents of Texas:*** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
- ❖ ***For resident of Virginia:*** Any person who with the intent to defraud or knowing that he is facilitating a fraud against an insurer submits an application or files a false or deceptive statement may have violated state law.