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Group Number: 00502184

## SABRE 88, LLC

ALL ELIGIBLE EMPLOYEES LOCATED IN NJ AND NY

Here you'll find information about your following employee benefit(s). Be sure to review the enclosed - it provides everything you need to sign up for your Guardian benefits.

### **PLAN HIGHLIGHTS**

- Life
- Short Term Disability
- Long Term Disability

### **Questions? Concerns?**

Helpline (888) 600-1600

Call weekdays, 7:00 AM to 8:30 PM, EST.

And refer to your plan number: 00502184

# Welcome

Dear SABRE 88, LLC Employee,

We are happy to have been chosen by SABRE 88, LLC to be the provider of your employee benefits this year. For over 150 years, we have helped millions of people plan, secure and look after their families. We believe that life's unexpected surprises should be met with the support, guidance and understanding of someone who truly cares. And, we understand the power of help. It's why we go above and beyond to do what's right for you.

With Guardian® coverage you get:

- Affordable group rates
- Convenient payroll deduction
- Benefits for your unique needs

Take advantage of the benefits offered to you at work. Feel secure knowing that you have the coverage you need from a trusted provider and that it's there when you need it most.

Guardian

GUARDIAN® is a registered trademark of The Guardian Life Insurance Company of America®. Insurance products are underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.

2018-71635 (12/20)

**Life Benefit Summary**
**Group Number:** 00502184

**A Life insurance plan through Guardian provides:**

- The foundation of a smart financial plan that helps protect you and those who depend on you
- Affordable group rates
- Flexibility to update your coverage as your life changes or take it with you if you change jobs or retire

**About Your Benefits:**

	<b>BASIC LIFE</b>
<b>Employee Benefit</b>	Your employer provides Basic Life Coverage for all full time employees in the amount of 100% of your annual salary, to a maximum of \$150,000 with a minimum amount of \$10,000.
<b>Accidental Death and Dismemberment</b>	Your Basic Life coverage includes Accidental Death and Dismemberment coverage.
<b>Guarantee Issue:</b> The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when you sign up for coverage during the initial enrollment period.	Guarantee Issue coverage up to \$150,000 per employee
<b>Premiums</b>	Covered by your company if you meet eligibility requirements
<b>Portability:</b> Allows you to take coverage with you if you terminate employment.	Yes, with age and other restrictions, including evidence of insurability
<b>Conversion:</b> Allows you to continue your coverage after your group plan has terminated.	Yes, with restrictions; see certificate of benefits
<b>Accelerated Life Benefit:</b> A lump sum benefit is paid to you if you are diagnosed with a terminal condition, as defined by the plan.	Yes
<b>Waiver of Premiums:</b> Premium will not need to be paid if you are totally disabled.	For employees disabled prior to age 60, with premiums waived until age 65, if conditions are met
<b>LifeAssist<sup>SM</sup>:</b> Provides supplemental income that is calculated based off a percentage of your Life benefit to a specified dollar amount if you are ADL disabled. Benefits are paid to the lesser of 100 months or to when waiver of premium ends.	Yes
<b>Benefit Reductions:</b> Benefits are reduced by a certain percentage as an employee ages.	35% at age 65, 60% at age 70, 75% at age 75, 85% at age 80

Subject to coverage limits

## Manage Your Benefits:

Go to [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to access secure information about your Guardian benefits. Your on-line account will be set up within 30 days after your plan effective date.

## Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00502184

## LIMITATIONS AND EXCLUSIONS:

### A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS FOR LIFE AND AD&D COVERAGE:

You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period. Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year; or (b) in an area under travel warning by the US Department of State. Subject to state specific variations. Evidence of Insurability is required on all late enrollees. This coverage will not be effective until approved by a Guardian underwriter. This proposal is hedged subject to satisfactory financial evaluation. Please refer to certificate of coverage for full plan description.

A person is ADL-disabled if he or she is (a) physically unable to perform two or more ADLs without continuous physical assistance; or (b) cognitively impaired, and requires verbal cueing to protect himself/herself or others. ADLs are bathing, dressing, toileting, transferring, continence, and eating.

Accelerated Life Benefit is not paid to an employee under the following circumstances: one who is required by law to use the benefit to pay creditors; is required by court

***This document is a summary of the major features of the referenced insurance coverage. It is intended for illustrative purposes only and does not constitute a contract. The insurance plan documents, including the policy and certificate, comprise the contract for coverage. The full plan description, including the benefits and all terms, limitations and exclusions that apply will be contained in your insurance certificate. The plan documents are the final arbiter of coverage. Coverage terms may vary by state and actual sold plan. The premium amounts reflected in this summary are an approximation; if there is a discrepancy between this amount and the premium actually billed, the latter prevails.***

order to pay the benefit to another person; is required by a government agency to use the payment to receive a government benefit; or loses his or her group coverage before an accelerated benefit is paid.

**For AD&D:** We pay no benefits for any loss caused: by willful self-injury; sickness, disease or medical treatment; by participating in a civil disorder or committing a felony; Traveling on any type of aircraft while having duties or on that aircraft; by declared or undeclared act of war or armed aggression; while a member of any armed force (May vary by state); while driving a motor vehicle without a current, valid driver's license; by legal intoxication; or by voluntarily using a non-prescription controlled substance. Contract #GP-I-R-ADCLI-00 et al. We won't pay more than 100% of the Insurance amount for all losses due to the same accident, except as stated. The loss must occur within a specific period of time of the accident. Please see contract for specific definition; definition of loss may vary depending on the benefit payable.

GP-I-R-LB-90

## Disability Benefit Summary

**Group Number:** 00502184

**A Disability insurance plan through Guardian provides:**

- Income protection while you are unable to work
- Affordable group rates
- Fast claim payments paid directly to you that can help pay for expenses while you recover
- Extensive resources and support to help you get back to work and a productive life

**About Your Benefits:**

	Short-Term Disability	Long-Term Disability
<b>Coverage amount</b>	60% of salary to maximum \$1500/week	60% of salary to maximum \$6000/month
<b>Maximum payment period:</b> Maximum length of time you can receive disability benefits.	13 weeks	Social Security Normal Retirement Age
<b>Accident benefits begin:</b> The length of time you must be disabled before benefits begin.	Day 8	Day 91
<b>Illness benefits begin:</b> The length of time you must be disabled before benefits begin.	Day 8	Day 91
<b>Evidence of Insurability:</b> A health statement requiring you to answer a few medical history questions.	Health Statement may be required	Health Statement may be required
<b>Guarantee Issue:</b> The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when applicant signs up for coverage during the initial enrollment period.	We Guarantee Issue \$1500 in coverage	We Guarantee Issue \$6000 in coverage
<b>Minimum work hours/week:</b> Minimum number of hours you must regularly work each week to be eligible for coverage.	Planholder Determines	Planholder Determines
<b>Pre-existing conditions:</b> A pre-existing condition includes any condition/symptom for which you, in the specified time period prior to coverage in this plan, consulted with a physician, received treatment, or took prescribed drugs.	Not Applicable	6 months look back; 24 months after exclusion
<b>Survivor benefit:</b> Additional benefit payable to your family if you die while disabled.	No	3 months

**UNDERSTANDING YOUR BENEFITS—DISABILITY** (Some information may vary by state)

- **Disability (long-term):** For first two years of disability, you will receive benefit payments while you are unable to work in your own occupation. After two years, you will continue to receive benefits if you cannot work in any occupation based on training, experience and education.
- **Earnings definition:** Your covered salary excludes bonuses and commissions.
- **Special limitations:** Provides a 24-month benefit limit for mental health and substance abuse.
- **Work incentive:** Plan benefit will not be reduced for a specified amount of months so that you have part-time earnings while you remain disabled, unless the combined benefit and earnings exceed 100% of your previous earnings.

## Manage Your Benefits:

Go to [www.GuardianAnytime.com](http://www.GuardianAnytime.com) to access secure information about your Guardian benefits. Your on-line account will be set up within 30 days after your plan effective date.

## Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00502184

### A SUMMARY OF DISABILITY PLAN LIMITATIONS AND EXCLUSIONS

- Evidence of Insurability is required on all late enrollees. This coverage will not be effective until approved by a Guardian underwriter. This proposal is hedged subject to satisfactory financial evaluation. Please refer to certificate of coverage for full plan description.
- You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period.
- Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year; or (b) in an area under travel warning by the US Department of State. Subject to state specific variations.
- For Long-Term Disability coverage, we pay no benefits for a disability caused or contributed to by a pre-existing condition unless the disability starts after you have been insured under this plan for a specified period of time. We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse.
- We do not pay benefits for charges relating to a covered person: taking part in any war or act of war (including service in the armed forces) committing a felony or taking part in any riot or other civil disorder or intentionally injuring themselves or attempting suicide while sane or insane. We do not pay benefits for charges relating to legal intoxication, including

but not limited to the operation of a motor vehicle, and for the voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless it has been prescribed by a doctor and is used as prescribed. We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse. We do not pay benefits during any period in which a covered person is confined to a correctional facility, an employee is not under the care of a doctor, an employee is receiving treatment outside of the US or Canada, and the employee's loss of earnings is not solely due to disability.

- This policy provides disability income insurance only. It does not provide "basic hospital", "basic medical", or "medical" insurance as defined by the New York State Insurance Department.
- If this plan is transferred from another insurance carrier, the time an insured is covered under that plan will count toward satisfying Guardian's pre-existing condition limitation period. State variations may apply.
- When applicable, this coverage will integrate with NJ TDB, NY DBL, CA SDI, RI TDI, Hawaii TDI and Puerto Rico DBA.

Contract #s GP-I-STD94-1.0 et al; GP-I-STD2K-1.0 et al; GP-I-STD07-1.0 et al; GP-I-STD-15-1.0 et al. Contract #s GP-I-LTD94-A,B,C-1.0 et al.; GP-I-LTD2K-1.0 et al; GP-I-LTD07-1.0 et al; GP-I-LTD-15-1.0 et al.

***This document is a summary of the major features of the referenced insurance coverage. It is intended for illustrative purposes only and does not constitute a contract. The insurance plan documents, including the policy and certificate, comprise the contract for coverage. The full plan description, including the benefits and all terms, limitations and exclusions that apply will be contained in your insurance certificate. The plan documents are the final arbiter of coverage. Coverage terms may vary by state and actual sold plan. The premium amounts reflected in this summary are an approximation; if there is a discrepancy between this amount and the premium actually billed, the latter prevails.***



## BENEFITS OFFSET NOTICE

Your Guardian Group Disability Policy (Policy) may provide that any Guardian Disability benefits you receive may be offset by Other Income/ Benefits you or your dependents receive while you are receiving Guardian Disability Benefits. This means that Guardian may deduct the amount of any Other/Income Benefit payments made to you or your dependents from your weekly or monthly Guardian Disability Benefit prior to issuing payment. Examples of Other Income Benefits described in your Policy include:

- U.S. Social Security Disability Income or Retirement Benefits
- Disability or Retirement Benefits payable from any other source, including state mandated disability plans, U.S. Railroad Retirement plan or similar U.S./Canadian plan
- Salary earned or paid during your disability period, including sick leave, paid time off, severance payments, bonuses and commissions
- Workers' Compensation benefits
- No-fault motor vehicle coverage benefits
- Distributions, profit sharing, royalties

Upon enrollment, please review your certificate booklet for the full definition of Other Income Benefits and provisions pertaining benefit offsets and overpayment recovery. If you or your dependents are awarded any Other Income Benefits, including lump sum payments while you are receiving Guardian Disability benefits, you should contact Guardian promptly to calculate the appropriate offset amount and prevent an overpayment of benefits.



# Online Evidence of Insurability

Go to [guardiananytime.com/eoi](http://guardiananytime.com/eoi)

The screenshot shows the 'Online Evidence of Insurability' form. At the top, there's a progress bar with four steps: 1. Select Coverage, 2. Personal Information, 3. Health Information, and 4. Review. The current step is 'Step 1: Select Coverage'. The form includes a 'Welcome to Online Evidence of Insurability' message, instructions on what information is needed, and a disclosure statement agreement. A 'CONTINUE' button is located at the bottom right of the form.

1. Click "Yes, I have read and agree to the [Disclosure Statement](#)."

*If your employer is located in a state where online EOI is not available (NY and NH) please download the EOI form from GuardianAnytime.*

2. Enter Group ID # shown above and click "Enter"

3. Select the coverages you are applying for and fill in your current and new election amounts

**HELPFUL TIP:** Enter "0" for current amount if this is a new election or if this is a request to increase your short term disability or long term disability coverage.

Click "Continue".

### On the following screen, you will:

- Input your personal information
- Answer the health questions
- Review your answers, electronically provide your signature and click "Submit" to receive confirmation (PDF)
- Guardian will soon contact you directly regarding your application.

The Guardian Life Insurance Company of America

[guardiananytime.com](http://guardiananytime.com)

New York, NY

2017-44837 (08/19)

ADDITIONAL NOTES: Applicable to coverage requiring full Evidence of Insurability (not applicable to conditional issue amounts). Electronic EOI is not available in the following states: New York and New Hampshire. Electronic EOI is available using most internet browsers.



# WorkLifeMatters

## Your Confidential Employee Assistance Program – Helping find balance between work and home life.

WorkLifeMatters provides guidance for personal issues that you might be facing and information about other concerns that affect your life, whether it's a life event or on a day-to-day basis.

- **Unlimited free telephonic consultation with an EAP counselor available 24/7 at 800-386-7055**
- **Referrals to local counselors — up to three sessions free of charge**
- **State-of-the-art website featuring over 3,400 helpful articles on topics like wellness, training courses, and a legal and financial center**

### WorkLifeMatters can offer help with:

#### Education

- Admissions testing & procedures
- Adult re-entry programs
- College Planning
- Financial aid resources
- Finding a pre-school

#### Lifestyle & Fitness Management

- Anxiety & depression
- Divorce & separation
- Drugs & alcohol

#### Dependent Care & Care Giving

- Adoption Assistance
- Before/after school programs
- Day Care/Elder Care
- Elder care
- In-home services

#### Working Smarter

- Career development
- Effective managing
- Relocation

#### Legal and financial

- Basic tax planning
- Credit & collections
- Debt Counseling
- Home buying
- Immigration

For more information about WorkLifeMatters, go to [www.ibhworklife.com](http://www.ibhworklife.com); User Name: Matters; Password: wlm70101

WorkLifeMatters Program services are provided by Integrated Behavioral Health, Inc., and its contractors. Guardian does not provide any part of WorkLifeMatters Program services. Guardian is not responsible or liable for care or advice given by any provider or resource under the program. This information is for illustrative purposes only. It is not a contract. Only the Administration Agreement can provide the actual terms, services, limitations and exclusions. Guardian and IBH reserve the right to discontinue the WorkLifeMatters Program at any time without notice. Legal services provided through WorkLifeMatters will not be provided in connection with or preparation for any action against Guardian, IBH, or your employer.

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The Guardian Life Insurance Company of America

The Guardian Life Insurance Company Of America underwrites group term life, Short term disability, And Long term disability coverages.

Guardian Life, P.O. Box 14319, Lexington, KY 40512

Please print clearly and mark carefully.

Employer Name: SABRE 88, LLC Group Plan Number: 00502184 Benefits Effective:
PLEASE CHECK APPROPRIATE BOX Initial Enrollment Re-Enrollment Add Employee/Dependents Drop/Refuse Coverage Information Change Increase Amount Family Status Change

Class: ALL ELIGIBLE EMPLOYEES LOCATED IN NJ AND NY Division: Subtotal Code: (Please obtain this from your Employer)

About You: First, MI, Last Name: Social Security Number Address City State Zip Gender: M F Date of Birth (mm-dd-yy): Phone: ( ) - Email Address: Are you married or do you have a spouse? Yes No Date of marriage/union: Do you have children or other dependents? Yes No Placement date of adopted child:

About Your Job: Hours worked per week: Job Title: Work Status: Active Retired Cobra/State Continuation Date of full time hire: Annual Salary: \$

Drop Coverage: Drop Employee Drop Dependents The date of withdrawal cannot be prior to the date this form is completed and signed. Last Day of Coverage: Termination of Employment Retirement Last Day Worked: Other Event: Date of Event: Coverage Being Dropped: Basic Life Long Term Disability Short Term Disability I have been offered the above coverage(s) and wish to drop enrollment for the following reasons: Covered under another insurance plan Other (additional information may be required)

**Basic Life Coverage with Accidental Death and Dismemberment (AD&D):**

*Benefit reductions apply. Please see plan administrator.*

**Policy Amount**

Employee Only  
 100% of your annual salary to a maximum of \$150,000  
The Guarantee Issue Amount is \$150,000.

**Name your beneficiaries:** (Primary beneficiary percentages must total 100%)

**Primary Beneficiaries:**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ %

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ %

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

Contingent Beneficiary: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

(In the event the primary beneficiaries are deceased, the contingent beneficiary will receive the benefit. Employer maintains beneficiary information.)

If this Basic Life policy will replace your existing life insurance policy under your current employer, provide the amount of the previous policy \$ \_\_\_\_\_

**Important Notes:**

- Based on your plan benefits and age, you may be required to complete an evidence of insurability form for Basic Life.

**Short-Term Disability (STD) Coverage:**

*Weekly Benefit*

- 60% of salary to a maximum of \$1,500

**Long-Term Disability (LTD) Coverage:**

*Monthly Benefit*

- 60% of salary to a maximum of \$6,000

**Signature**

- I understand that the premium amounts shown above are estimations and are for illustrative purposes only.
- Submission of this form does not guarantee coverage. Among other things, coverage is contingent upon underwriting approval and meeting the applicable eligibility requirements as set forth in the applicable benefit booklet.
- I understand that I must be actively at work or my elected coverage will not take effect until I have met the eligibility requirements (as defined in the benefit booklet.) This does not apply to eligible retirees.
- If coverage is waived and you later decide to enroll, late entrant penalties may apply. You may also have to provide, at your own expense, proof of each person's insurability. Guardian or its designee has the right to reject your request.
- Plan design limitations and exclusions may apply. For complete details of coverage, please refer to your benefit booklet. State limitations may apply.
- I hereby apply for the group benefit(s) that I have chosen above.
- I understand that I must meet eligibility requirements for all coverages that I have chosen above.
- I agree that my employer may deduct premiums from my pay if they are required for the coverage I have chosen above.
- I acknowledge and consent to receiving electronic copies of Guardian applicable coverage related documents, in lieu of paper copies, to the extent permitted by applicable law. I may change this election only by providing thirty (30) day prior written notice.
- **I attest that the information provided above is true and correct to the best of my knowledge.**

**Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.**

**The state in which you reside may have a specific state fraud warning. Please refer to the attached Fraud Warning Statements page.**

**The laws of New York require the following statement appear: (if you are not a resident of New York this statement does not apply to you): 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. (Does not apply to Life Insurance.)**

SIGNATURE OF EMPLOYEE X \_\_\_\_\_

DATE \_\_\_\_\_

**The requested activity is believed eligible and is approved by the Employer.**

SIGNATURE OF EMPLOYER REPRESENTATIVE X \_\_\_\_\_

DATE \_\_\_\_\_

REPRESENTATIVE'S TITLE: \_\_\_\_\_

Enrollment Kit 00502184, 0001, EN

### Fraud Warning Statements

**The laws of several states require the following statements to appear on the enrollment form. These statements apply only to residents of the noted States:**

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**Arizona:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**California:** For your protection California law requires the following to appear on this form: The falsity of any statement in the application shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

**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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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.

**Connecticut, Iowa, Nebraska, and Oregon:** Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may be guilty of a fraudulent insurance act, which may be a crime, and may also be subject to civil penalties.

**Delaware, Indiana and 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.

**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.

**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.

**Kansas:** Any person who knowingly, and with intent to defraud any insurance company or other person, files an application of insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may be guilty of insurance fraud as determined by a court of law.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a 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.

**Louisiana and Texas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines and confinements in state prison.

**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 may include imprisonment, fines or a denial of insurance benefits.

**Maryland :** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or 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.

**Rhode Island:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in N.H. Rev. Stat. Ann. § 638:20

**New Mexico:** Any person who knowingly presents a false or fraudulent claim for payment or 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 or denial of insurance benefits.

**Ohio:** Any person who with intent to defraud or knowing that he/she 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.

**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.

**Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Virginia:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.