A Guide for Successfully Completing the Mutual of Omaha Critical Illness Continuation Request Form

Mutual of Omaha appreciates the opportunity to provide you with valuable critical illness insurance protection for yourself and/or your loved ones. So that we can effectively process your request for critical illness insurance under our critical illness insurance continuation plan(s), we rely on the information you provide on this form.

This guide provides information and instruction to help you successfully complete and submit the form. Please consult your employer/benefits administrator if you need assistance with information for the form.

About the Form

The Critical Illness Continuation Request Form is a request for insurance under Mutual of Omaha's critical illness (CI) insurance continuation plan. Insurance under the plan is available to employees/members (hereafter referred to as "members") and/or eligible dependents when insurance under a Mutual of Omaha group CI insurance plan (voluntary and/or basic) offered by a group ends.

A completed and signed form with initial premium payment MUST be mailed to Mutual of Omaha within 31 days after insurance has ceased under the group plan for your request to be considered.

All sections of the form are to be completed. Make sure you provide all required information and answer all questions completely and accurately. If information is missing or is illegible (unreadable), the processing of the form will be delayed. Please contact the benefits administrator to determine or confirm information as needed.

Refer to the guidelines for each section below, which provide valuable information to help you successfully complete the form.

Section 1: Employer/Group Information

Provide the name and ID number for the employer/group. The number will have eight characters, beginning with "G000" followed by four additional letters or numbers specific to the employer/group. The original date of hire or date of association for the member must also be provided.

Section 2: Applicant Information

Please provide all required applicant information. If the member is eligible to continue insurance, the member must be the applicant and elect insurance for dependents to be eligible. If the member is not eligible to continue insurance, the spouse (in the event of divorce or the employee's death, for example) can be the applicant and is eligible to continue CI insurance for her/himself and dependents.

The applicant must be age 69* or less to be eligible for insurance. Insurance under the portability plan terminates at age 70*.

To ensure any additional correspondence regarding your request occurs as quickly as possible, check the box to consent to receive future correspondence via email.

Section 3: Spouse Information & Dependent Eligibility

To be eligible to continue CI insurance, a spouse must have been insured under the group plan on the day insurance ended under the group plan.

Section 3: (Continued)

If the member is eligible to continue insurance, the member must elect insurance for the spouse to be eligible. Any dependent child(ren) are automatically insured for 25% of the applicant's amount of insurance (rounded to the next higher $1,000) without any additional premium charge.

In addition, a spouse must be age 69* or less and children must be age 25* or less to be eligible for insurance. Spouse insurance under the continuation plan terminates at age 70*, and child insurance terminates at age 26*.

Section 4: Tobacco Use Section

For the applicant and spouse (if applicable), indicate whether tobacco has been used in any form (ex. cigarettes, cigars, pipes, chewing tobacco, etc.) at any time within the 12 month period prior to the date of the request for continuation of CI insurance.

The tobacco rate for the applicable plan type will apply to any "Yes" response to tobacco use.

Section 5: Continuation Insurance Election

Indicate the type of CI insurance you wish to continue. If you were insured with the group for an Individual Triggers plan, then you must continue with Plan 1: Individual Triggers. If you were insured with the group for a Benefit Categories plan, then you must continue with Plan 2: Benefit Categories.

Section 6: Current CI Insurance Amount(s) Eligible for Continuation

For the applicant and spouse (if applicable), provide the CI insurance amount(s) that were both:

- In-force at the time insurance ended under the group plan; and
- Eligible for continuation† (the group certificate for the insurance contained a portability or conversion provision).

Add together the amounts from any eligible voluntary and basic CI plans, if needed. These are the maximum amount(s) of insurance that can be requested under the continuation plan.

†You may have had group CI insurance under a voluntary CI insurance plan, a basic (employer-paid) CI insurance plan, or both, from the group. Any plan must include a portability or conversion provision for the insurance available to you under the plan to be continued. It may be possible that the insurance you had under a voluntary plan can be continued, but the insurance you had under a basic (employer-paid) plan cannot be continued, for example. Please consult the certificate for each group plan or the employer/benefits administrator to determine if continuation is available.

SECTION 7: MONTHLY RATES PER $1,000 OF INSURANCE

These are the monthly rates per $1,000 of insurance that apply under the CI continuation plan.

The applicant and spouse rates are tobacco distinct and age banded, which means that the premium for applicant and spouse insurance is assessed according to tobacco use and according to age – as the applicant or spouse age and advance to the next higher age band, premiums for insurance will increase accordingly. The initial premium payment is based on the current tobacco use and current age of the applicant and spouse.

The rates presented in Section 7 are used in Section 8 to determine premium for insurance under the continuation plan.

SECTION 8: INITIAL PREMIUM PAYMENT CALCULATION

Premium amounts must be calculated for each individual for whom continued insurance is being requested, and a billing mode must be selected.

Do the following to complete this section:

(1) Provide the Insurance Amount each individual is requesting, subject to the following:
- The Insurance Amount requested for each individual must be less than or equal to the amount of insurance the individual had when insurance ceased under the group plan, not to exceed $100,000. The maximum amounts are equivalent to the Current CI Insurance Amounts indicated in Section 6.
- The Insurance Amount for the applicant and spouse must be $5,000 or more.
- If the applicant is an employee/member, the spouse amount must be less than or equal to the amount requested by the applicant.
- Insurance Amount(s) must be in increments of $5,000. (Example: $5,000 and $10,000 are acceptable insurance amounts, but $3,000 and $12,000 are not.)

(2) Calculate the Coverage Factor for each individual, by dividing the Insurance Amount (1) by 1,000. (Example: $10,000 / 1,000 = 10; 10 is the Coverage Factor.)

(3) Insert the appropriate monthly rate per $1,000 of insurance for each individual, for the applicable plan type, tobacco use and current age for the applicant and spouse. Rates are provided in Section 7.

(4) Calculate the Monthly Premium for each individual, by multiplying the Coverage Factor (2) by the Monthly Rate (3).

(5) Calculate the Total Monthly Premium, by adding together all of the amounts in the Monthly Premium (4) column.

(6) Select a billing frequency. To pay premium every 3 months (quarterly), insert a “3” into column (6). To pay premium twice a year (semi-annually), insert a “6” into column (6). To pay premium annually, insert a “12” into column (6).

(7) Calculate the Premium Subtotal, by multiplying the Total Monthly Premium (6) by the Billing Frequency (6).

(8) Calculate the Initial Premium Payment, by adding the $5.00 Billing Fee to the Premium Subtotal (7).

SECTION 9: BENEFICIARY DESIGNATION

You must designate a beneficiary for any CI insurance proceeds in the event of your death. You (the applicant) are the beneficiary for any dependent CI insurance.

If you wish to designate additional beneficiaries (beyond what space allows for on the form), please attach an additional sheet of paper to the form that includes the required information.

SECTION 10: ACKNOWLEDGEMENT AND SIGNATURE

Read the statements in this section. If you understand and agree to the statements, sign and date the form to complete the form. Your signature binds you to the statements in this section, and allows the form to be processed by Mutual of Omaha.

SECTION 11: INSTRUCTIONS

Follow the submission instructions to ensure your request is received by Mutual of Omaha. Be sure to include the Group ID Number on any payment, and mail the request form and the payment to Mutual of Omaha as soon as possible after insurance ends under the group plan.

Remember, to be considered for insurance under the CI insurance continuation plan, your request must be received within 31 days of the date insurance under the group plan ended.

*The ages referenced in Sections 2 and 3 represent Attained Age, which is the age of any individual as of the policy anniversary date of October 1 of a given year. For example, let’s say you are 69 years old on October 1, 2014. Your Attained Age for the policy year (October 1, 2014 - September 30, 2015) is 69, even if your 70th birthday is in November. In this example, you are eligible for insurance under this plan until September 30, 2015.

Critical Illness Continuation Insurance

BENEFIT INFORMATION

This insurance offers financial protection by paying a cash benefit if an insured person is diagnosed with a covered illness. Critical illness (CI) continuation insurance is available when insurance under a group critical illness insurance plan ends.

If you were insured with a group for an Individual Triggers plan, then Plan 1: Individual Triggers is the continuation plan available to you. If you were insured with a group for a Benefit Categories plan, then Plan 2: Benefit Categories is the continuation plan available to you.

Covered Illnesses	Benefit Amounts	
	Plan 1: Individual Triggers	**Plan 2: Benefit Categories**
Heart Attack (Myocardial Infarction)	100% of Principal Sum	100% of Principal Sum
Heart Transplant/Placement on UNOS List	Incl. w/ Major Organ Transplant	100% of Principal Sum
Heart Valve Surgery	Not Included	25% of Principal Sum
Coronary Artery Bypass	25% of Principal Sum	25% of Principal Sum
Aortic Surgery	Not Included	25% of Principal Sum
Stroke	100% of Principal Sum	100% of Principal Sum
Major Organ Transplant/Placement on UNOS List	100% of Principal Sum	100% of Principal Sum
End Stage Renal Failure	100% of Principal Sum	100% of Principal Sum
Acute Respiratory Distress Syndrome (ARDS)	Not Included	25% of Principal Sum
Cancer (Invasive)	100% of Principal Sum	100% of Principal Sum
Bone Marrow Transplant	Not Included	50% of Principal Sum
Carcinoma in Situ (Non-Invasive Cancer)	25% of Principal Sum	25% of Principal Sum
Benign Brain Tumor	Not Included	25% of Principal Sum
Plan Provisions		
	Plan 1: Individual Triggers	**Plan 2: Benefit Categories**
Policy Benefit Maximum	100% of Principal Sum	200% of Principal Sum
Pre-Existing Condition Limitation	12/12	12/12

FREQUENTLY ASKED QUESTIONS

How much insurance can I and my dependents get? – The amount of insurance that you (the applicant) or your spouse (if applicable) can request under the CI continuation plan must be equal to or less than the amount of CI insurance that was in effect for you or your spouse under a prior group plan, but in no event more than $100,000. Insurance cannot be less than $5,000, and must be requested in increments of $5,000, as explained on the Critical Illness Continuation Request Form.

The amount of insurance for any dependent child(ren) is 25% of the amount of insurance in effect for the applicant, rounded to the next higher $1,000. The amount of critical illness insurance for each insured person is also referred to as the Principal Sum.

Who is eligible for this insurance? – To be eligible for this insurance, you and your spouse (if applicable) must have been insured under the group plan on the day critical illness insurance under that plan ended. In addition:

- You and your spouse must be age 69 or less, and any child(ren) must be under age 26
- You and your dependent(s) must have major medical insurance, or basic hospital and basic medical insurance

Can I insure my domestic partner or civil union partner? – Any reference to "spouse" includes your domestic partner, civil union partner, reciprocal beneficiary or equivalent, as recognized and allowed by applicable federal law, state law, or law of the county, city or local government in your jurisdiction of residence.

When does this insurance end? – Insurance will end on the last day of the month in which an insured person no longer satisfies the applicable eligibility conditions, or when you reach the age of 70. Additional circumstances under which insurance will end are described in the certificate.

Are there any exclusions or limitations? – The benefits payable are based on the insurance in effect on the date a covered illness is diagnosed, subject to the definitions, limitations, exclusions and other provisions of the policy. The covered illness definitions, exclusions and limitations are detailed in the certificate. A few of these provisions are summarized in the questions/answers that follow.

What is the policy benefit maximum? – The policy benefit maximum under Plan 1 is 100% of the Principal Sum amount for each insured person. The policy benefit maximum under Plan 2 is 200% of the Principal Sum amount for each insured person. If the policy benefit maximum is reached for an insured person, insurance will terminate for that insured person.

If insurance for the applicant ends due to attainment of the policy benefit maximum, an insured spouse may continue insurance under the plan by assuming the role of primary insured. If there is no insured spouse at the time insurance for the applicant ends, then insurance under the plan will end.

What is the pre-existing condition limitation? – This insurance will not provide benefits for any covered illness related to a pre-existing condition until 12 months after an insured person is continuously insured under the continuation plan and any prior plan (ex. the group plan you were previously insured under). A pre-existing condition is a covered illness for which an insured person received treatment in the 12 months prior to the date the insured person first became insured for critical illness insurance under the continuation plan or any prior plan.

What exclusions are included in the plan? – Benefits are not payable for any covered illness that:

- Results, whether an insured person is sane or insane, from an intentionally self-inflicted injury or illness, or suicide or attempted suicide
- Results from an act of declared or undeclared war or armed aggression
- Is incurred while an insured person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable
- Results from and insured person's commission of or attempt to commit a felony or to which a contributing cause was the insured being engaged in an illegal occupation
- Is the result of the voluntary use of illegal drugs by an insured person
- The intentional misuse of over the counter medication or prescription drugs by an insured person that is not in accordance with recommended dosage and/or warning instruction(s)
- The excessive or harmful use of alcohol and/or alcoholic drinks by an insured person
- Is Diagnosed outside of the United States

How much does it cost and how do I pay for it? – The initial premium for insurance under the plan is calculated on the Critical Illness Continuation Request Form, using the rates presented on that form. The premium is based on the amount of insurance requested for the applicant and spouse (if applicable), the age of the applicant and spouse, and the tobacco use of the applicant and spouse.

As the applicant or spouse age and advance to the next higher age band, premiums for insurance under the plan will increase accordingly:

Monthly Rates Per $1,000 of Critical Illness Insurance										
Plan 1 Applicant and Spouse Rates										
Age	**0 - 24**	**25 - 29**	**30 - 34**	**35 - 39**	**40 - 44**	**45 - 49**	**50 - 54**	**55 - 59**	**60 - 64**	**65 - 69**
Plan 1: Non-Tobacco	$0.18	$0.24	$0.37	$0.58	$0.96	$1.53	$2.28	$3.22	$4.64	$6.35
Plan 1: Tobacco	$0.20	$0.27	$0.46	$0.80	$1.47	$2.60	$4.20	$6.36	$9.78	$14.14
Plan 2 Applicant and Spouse Rates										
Plan 2: Non-Tobacco	$0.31	$0.38	$0.53	$0.77	$1.20	$1.82	$2.64	$3.66	$5.23	$7.11
Plan 2: Tobacco	$0.38	$0.48	$0.71	$1.12	$1.87	$3.13	$4.87	$7.23	$11.00	$15.78

Premiums must be paid to Mutual of Omaha at the billing frequency requested on the Critical Illness Continuation Request Form. You will receive a bill from Mutual of Omaha in advance of each premium due date.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Benefits availability is subject to final acceptance and approval of the group application by the underwriting company. Critical illness insurance is underwritten by United of Omaha Life Insurance Company, Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ-2010. This policy provides accident insurance only. It does not provide basic hospital, basic medical or major medical insurance. It is not a Medicare supplement policy. The insurance is designed to pay you a fixed dollar amount regardless of the amount any provider charges.

Critical Illness Continuation Request Form

Premium Services
Underwritten by: United of Omaha Life Insurance Company

Please refer to "A Guide for Successfully Completing the Group Critical Illness Continuation Request Form" when completing this form. Please consult the employer/benefits administrator if you need assistance with information for the form.

Section 1: Group Information and Date of Hire/Association (Please print clearly. Required fields are marked with an asterisk (*).)

Group/Employer Name*	Group ID Number*	Date of Hire/Association (MM/DD/YYYY)*
EAH	G000 A H Q 9	

Section 2: Applicant Information (Please print clearly. Required fields are marked with an asterisk (*).)

Last Name*	First Name*	MI

Street Address*	Email Address

City*	State*	ZIP Code*	Telephone*

Birth Date (MM/DD/YYYY)*†	Social Security Number*	Gender*
		☐ Female ☐ Male

†*The applicant must be the Attained Age of 69 or less to be eligible for insurance.*

Consent to Email Correspondence

☐ Check this box if you consent to receiving future correspondence regarding this request via email.

Applicant Type*	Individuals for Whom Continued Insurance is Being Requested* (†Applies to employee/member applicants)
☐ Employee/Member ☐ Spouse	☐ Myself ☐ Myself & Spouse† ☐ Myself, Spouse & Child(ren)† ☐ Myself & Child(ren)

Reason for Request*

If you are an employee/member applicant, indicate why you are requesting insurance, and provide the date (MM/DD/YYYY) as requested:

☐ Status Change/Reduction in Hours Date of Change: _____
☐ Employment/Association Terminated Date of Termination: _____
☐ Plan Terminated by Group/Employer Date of Termination: _____
☐ Employee/Member Retirement Date of Retirement: _____

If you are a spouse applicant, please indicate why you are requesting insurance, and provide the date (MM/DD/YYYY) as requested:

☐ Divorce; Date of Divorce: _____
☐ Death of Employee/Member; Date of Death: _____
☐ Ineligible Due to Employee/Member Age; Date of Ineligibility: _____
☐ Ineligible Due to Employee/Member Active Military Status; Date of Ineligibility: _____

Section 3: Spouse Information (Please print clearly. All fields are required for any spouse requesting insurance.)

Last Name	First Name	MI	Date of Birth† (MM/DD/YYYY)	Gender
				☐ Female ☐ Male

†*A spouse must be the Attained Age of 69 or less to be eligible for insurance.*

Section 4: Tobacco Use Section (If you do not complete this section, tobacco premiums will apply. Required fields are marked with an asterisk(*).)

The response(s) to the following question(s) will determine the premium amount that applies to the insurance offered below.

*Have you (the applicant) used tobacco in any form (ex. cigarettes or chewing tobacco) within the past 12 months? ☐ Yes ☐ No
*Has your spouse used tobacco in any form (ex. cigarettes or chewing tobacco) within the past 12 months? ☐ Yes ☐ No ☐ NA

Section 5: Continuation Insurance Election

Plan Type Requested†

☐ Plan 1: Individual Triggers ☐ Plan 2: Benefit Categories

†*You must continue insurance for the same plan type that you were insured under with the group. Please consult the employer/benefits administrator for the plan type.*

Section 6: Current CI Insurance Amount(s) Eligible for Continuation (Please print clearly.)

	Applicant*	Spouse (If applicable)
Eligible Insurance Amount	$	$

Section 7: Monthly Rates Per $1,000 of Insurance

Age	0 - 24	25 - 29	30 - 34	35 - 39	40 - 44	45 - 49	50 - 54	55 - 59	60 - 64	65 - 69
Plan 1 Applicant and Spouse Rates										
Plan 1: Non-Tobacco	$0.18	$0.24	$0.37	$0.58	$0.96	$1.53	$2.28	$3.22	$4.64	$6.35
Plan 1: Tobacco	$0.20	$0.27	$0.46	$0.80	$1.47	$2.60	$4.20	$6.36	$9.78	$14.14
Plan 2 Applicant and Spouse Rates										
Plan 2: Non-Tobacco	$0.31	$0.38	$0.53	$0.77	$1.20	$1.82	$2.64	$3.66	$5.23	$7.11
Plan 2: Tobacco	$0.38	$0.48	$0.71	$1.12	$1.87	$3.13	$4.87	$7.23	$11.00	$15.78

Section 8: Initial Premium Payment Calculation

Initial Premium Payment Calculation

	(1) Insurance Amount	(2) Coverage Factor (1) / 1,000	(3) Monthly Rate Non-Tobacco or Tobacco for Current Age	(4) Monthly Premium (2) X (3)	(5) Total Monthly Premium Sum of column (4) amounts	(6) Billing Frequency	(7) Premium Subtotal (5) X (6)
Applicant							
Spouse							
						Billing Fee	+ $5.00
						(8) Initial Premium Payment	$

Section 9: Beneficiary Designation (Right to change beneficiary is reserved to the insured.)

If more than one beneficiary is named, the beneficiaries shall share benefits equally unless otherwise stated below. If indicating benefit percentages, the percentages must total 100% for Primary Beneficiaries and 100% for Secondary Beneficiaries. Certain states are community property states. If you live in one of these states and you designate someone other than your spouse as a beneficiary, state law may require that your spouse consent to the designation. Community property states currently include: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin. If you need to designate more beneficiaries than space will allow, please include this information on a separate piece of paper and submit it with this form, clearly stating your name.

Primary Beneficiary Designation

Last Name	First Name	SSN/ ID Number	Relationship to Insured	Date of Birth (MM/DD/YYYY)	Address of Beneficiary Address, City, State, ZIP	Telephone Number	Benefit Percent
						Percentage Total:	100%

Secondary Beneficiary Designation

Last Name	First Name	SSN/ ID Number	Relationship to Insured	Date of Birth (MM/DD/YYYY)	Address of Beneficiary Address, City, State, ZIP	Telephone Number	Benefit Percent
						Percentage Total:	100%

Section 10: Acknowledgement and Signature

I understand that I may request insurance under the critical illness (CI) continuation plan subject to the following:

- I understand that this insurance is subject to the rules of the policy governing the continuation plan.
- I understand that the individuals covered under the continuation plan must satisfy the continuation plan's requirements to be eligible for benefits and that payment of premium does not ensure eligibility for insurance. In the event that any premium is collected after eligibility for continued insurance ceases, I understand that the unearned premium will be refunded in accordance with the terms of the policy governing the continuation plan.
- This request for insurance must be received by Mutual of Omaha within 31 days of the date that CI insurance ceased under the group plan.
- My request is subject to review and acceptance by Mutual of Omaha.
- Premium amounts may increase if any of the individuals insured under the plan enter a higher premium age category, or if continuation plan experience requires a change for all individuals insured under the plan.

By signing below, I acknowledge that I understand and agree to the above statements.

SIGNATURE OF APPLICANT _____ **DATE** _____/_____/_____

Section 11: Submission Instructions

1) Mail this completed and signed form with the Initial Premium Payment to Mutual of Omaha as soon as possible after insurance has ended under the group plan. The form and payment must be received by Mutual of Omaha within 31 days of the date insurance under the group plan ended.

2) Make the check or money order for the Initial Premium Payment payable to United of Omaha Life Insurance Company. Be sure to include the Group ID Number (from Section 1) on the payment.

3) Submit this form and payment to:
Mutual of Omaha
Policyowner Services
PO BOX 2147
Omaha NE 68103-2147

If you have any questions regarding this form, please contact the employer/benefits administrator, or contact Mutual of Omaha toll-free at (877) 466-8367.

Fraud Warnings

United of Omaha Life Insurance Company • Mutual of Omaha Insurance Company

Mutual of Omaha Plaza • Omaha, NE 68175-0001
Phone (800) 948-9478 (toll-free) • www.mutualofomaha.com/customer-service

Please review the specific fraud warning for your place of residence prior to signing the attached form or application.

All Other States: 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.

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.

Arkansas/Maine/Ohio/Tennessee: 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.

California: For your protection, California law requires the following to appear on this form: 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.

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.

District of Columbia: 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 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 as determined by a court of law.

Kentucky: 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.

Louisiana: 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.

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.

Massachusetts/Vermont: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claims containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto may be committing a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

New Jersey: Any person who includes any false or misleading information on an application for insurance is subject to criminal and civil penalties.

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.

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.

North Carolina/Oregon: 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, may have committed a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

Puerto Rico: Any person who furnishes information verbally or in writing, or offers any testimony on improper or illegal actions which, due to their nature constitute fraudulent acts in the insurance business, knowing that the facts are false shall incur a felony and, upon conviction, shall be punished by a fine of not less than five thousand (5,000) dollars, nor more than ten thousand (10,000) dollars for each violation or by imprisonment for a fixed term of three (3) years, or both penalties. Should aggravating circumstances be present, the fixed penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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

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 claim containing a false or deceptive statement may have violated state law.

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.