

# My City Benefits

## Human Resources Management

### Voluntary Life Insurance

#### Voluntary Life for:

- **Yourself:** You may elect an amount between \$25,000 and \$500,000, in increments of \$25,000.
  - The guaranteed issue amount is \$100,000.
  - You must submit evidence of insurability (EOI) to The Hartford when:
    - electing coverage that exceeds \$100,000.
    - Adding or increasing voluntary life coverage during Open Enrollment.
  - Coverage exceeding \$100,000 or coverage added during Open Enrollment will be effective after the City receives approval from the Hartford.
  - Age Reductions: To 65% at age 65, 50% at age 70 and 30% at age 75.
- **For your spouse\*:** You can purchase \$20,000.
- **For your eligible children\*:** You can purchase \$15,000 for each eligible child under age 26; \$250 for a child 15 days but under 6 months.

\*Your spouse and children may only be covered if you elect Voluntary employee life coverage.

#### Enrollment Instructions

**Step 1** Complete The Hartford enrollment form

**Step 2** Return your completed enrollment form to the **City of Oakland Benefits Unit**.

❖ FAX to: **(510) 238-6560**

❖ Email to: **[BenefitsAdmin@oaklandca.gov](mailto:BenefitsAdmin@oaklandca.gov)**

❖ Mail to: **City of Oakland Benefits Unit**

150 Frank Ogawa Plaza, 3rd Floor  
Oakland, CA 94612

**Step 3** If you elected coverage over \$100,000 or if you are adding/increasing coverage during Open Enrollment, obtain the Evidence of Insurability (EOI) form from the City of Oakland Benefits Unit. Submit your completed EOI form **directly to The Hartford**.

# VOLUNTARY GROUP TERM LIFE INSURANCE BENEFIT HIGHLIGHTS



Approximately 50 million households recognize they need more life insurance (40 percent of households).<sup>1</sup>

## City of Oakland

The group term life insurance available through your employer is a smart, affordable way to purchase the extra protection that you and your family may need. Life insurance offers financial protection by providing you coverage in case of an untimely death. Life insurance is disbursed to your beneficiaries in a lump sum in the event of your death.



To learn more about Life insurance, visit [thehartford.com/employeebenefits](http://thehartford.com/employeebenefits)

## COVERAGE INFORMATION

APPLICANT	LIFE COVERAGE
Employee	Benefit <sup>1</sup> : Increments of \$25,000 Maximum: \$500,000
Spouse	Benefit <sup>1</sup> : \$20,000
Child(ren)	Benefit: \$15,000

## PREMIUMS

See the Life Premium Worksheet.<sup>2</sup>

## ASKED & ANSWERED

### WHO IS ELIGIBLE?

You are eligible if you are an active non-sworn full-time or permanent part-time City of Oakland employee who works at least 18.5 hours per week on a regularly scheduled basis.

Your spouse and child(ren) are also eligible for coverage. Any child(ren) must be under age 26.

### AM I GUARANTEED COVERAGE?

If you are newly eligible and elect an amount that exceeds the guaranteed issue amount of \$100,000, you will need to provide evidence of insurability that is satisfactory to The Hartford before the excess can become effective. If you were previously eligible and are electing coverage for the first time or electing to increase your current coverage, you will need to provide evidence of insurability that is satisfactory to The Hartford before coverage can become effective.

If you are newly eligible and elect an amount that exceeds the guaranteed issue amount of \$20,000, your spouse will need to provide evidence of insurability that is satisfactory to The Hartford before the excess can become effective. If you were previously eligible and are electing coverage for the first time or electing to increase your spouse's current coverage, your spouse will need to provide evidence of insurability that is satisfactory to The Hartford before coverage can become effective.

This insurance is guaranteed issue coverage – it is available without having to provide information about your child(ren)'s health. If your child(ren) are late entrants, evidence of insurability is required for the full coverage amount.

### HOW DO I PAY FOR THIS INSURANCE?

Premiums will be automatically paid through payroll deduction, as authorized by you during the enrollment process. This ensures you don't have to worry about writing a check or missing a payment.

<sup>2</sup>Your benefit will be reduced by 35% at age 65, by 50% at age 70, and by 70% at age 75. Reductions will be applied to the original amount.

**WHEN CAN I ENROLL?**

You may enroll during any scheduled enrollment period, or within 31 days of the date you have a change in family status.

**WHEN DOES THIS INSURANCE BEGIN?**

Insurance will become effective in accordance with the terms of the certificate (usually the first day of the month following the date you elect coverage).

You must be actively at work with your employer on the day your coverage takes effect.

Your spouse and child(ren) must be performing normal activities and not be confined (at home or in a hospital/care facility), unless already insured with the prior carrier.

**WHEN DOES THIS INSURANCE END?**

This insurance will end when you (or your dependent(s)) no longer satisfy the applicable eligibility conditions, premium is unpaid, or the coverage is no longer offered.

**CAN I KEEP THIS INSURANCE IF I LEAVE MY EMPLOYER OR AM NO LONGER A MEMBER OF THIS GROUP?**

Yes, you can take this life coverage with you. Coverage may be continued for you and your dependent(s) under a group portability certificate or an individual conversion life certificate. Your spouse may also continue insurance in certain circumstances. The specific terms and qualifying events for conversion and portability are described in the certificate.

<sup>2</sup>LIMRA, Facts About Life 2016. Web. 30 June 2017. <[https://www.limra.com/uploadedFiles/limra.com/LIMRA\\_Root/Posts/PR/\\_Media/PDFs/Facts-of-Life-2016.pdf](https://www.limra.com/uploadedFiles/limra.com/LIMRA_Root/Posts/PR/_Media/PDFs/Facts-of-Life-2016.pdf)>

<sup>3</sup>Rates and/or benefits may be changed. Rates are based on the age of the insured person and increase on the policy anniversary date on or following your birthday as you enter each new age category.

**Prepare. Protect. Prevail. With The Hartford. ®**

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This Benefit Highlights document explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this document and the policy, the terms of the policy apply. **Benefits are subject to state availability. Policy terms and conditions vary by state.** Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder. The Hartford compensates both internal and external producers, as well as others, for the sale and service of our products. For additional information regarding Hartford's compensation practices, please review our website <http://thehartford.com/group-benefits-producer-compensation>. Life Form Series includes GBD-1000, GBD-1100, or state equivalent.

# LIMITATIONS & EXCLUSIONS



This insurance coverage includes certain limitations and exclusions. The certificate details all provisions, limitations, and exclusions for this insurance coverage. A copy of the certificate can be obtained from your employer.

## GROUP LIFE INSURANCE

### GENERAL LIMITATIONS AND EXCLUSIONS

- Your benefit will be reduced by 35% at age 65, by 50% at age 70, and by 70% at age 75. Reductions will be applied to the original amount.
- A benefit will not be paid if death occurs by suicide within two years (or as allowed by state law) of purchasing this coverage.
- You and your dependent(s) must be citizens or legal residents of the United States, its territories and protectorates.

### DEPENDENT LIMITATIONS AND EXCLUSIONS

- Coverage may only be elected for dependents when you elect and are approved for coverage for yourself.
- Coverage may not be elected for a dependent who has employee coverage under this certificate.
- Coverage may not be elected for a dependent who is in active full-time military service.
- Child(ren) may only be covered as a dependent of one employee.
- Infants may receive a reduced benefit prior to the age of six months.

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# PREMIUM WORKSHEET



Rates and/or benefits can change. Rates are based on the employee's age and increase as you enter each new age category.

<b>VOLUNTARY TERM LIFE INSURANCE</b>												
<b>Monthly Premium Amount (Cost per Pay Period – 12/Year)</b>												
Benefit	Under 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
\$25,000	\$1.88	\$1.88	\$2.38	\$3.13	\$4.63	\$6.63	\$11.38	\$18.88	\$31.88	\$65.13	\$90.88	\$90.88
\$50,000	\$3.75	\$3.75	\$4.75	\$6.25	\$9.25	\$13.25	\$22.75	\$37.75	\$63.75	\$130.25	\$181.75	\$181.75
\$75,000	\$5.63	\$5.63	\$7.13	\$9.38	\$13.88	\$19.88	\$34.13	\$56.63	\$95.63	\$195.38	\$272.63	\$272.63
\$100,000	\$7.50	\$7.50	\$9.50	\$12.50	\$18.50	\$26.50	\$45.50	\$75.50	\$127.50	\$260.50	\$363.50	\$363.50
\$125,000	\$9.38	\$9.38	\$11.88	\$15.63	\$23.13	\$33.13	\$56.88	\$94.38	\$159.38	\$325.63	\$454.38	\$454.38
\$150,000	\$11.25	\$11.25	\$14.25	\$18.75	\$27.75	\$39.75	\$68.25	\$113.25	\$191.25	\$390.75	\$545.25	\$545.25
\$175,000	\$13.13	\$13.13	\$16.63	\$21.88	\$32.38	\$46.38	\$79.63	\$132.13	\$223.13	\$455.88	\$636.13	\$636.13
\$200,000	\$15.00	\$15.00	\$19.00	\$25.00	\$37.00	\$53.00	\$91.00	\$151.00	\$255.00	\$521.00	\$727.00	\$727.00
\$225,000	\$16.88	\$16.88	\$21.38	\$28.13	\$41.63	\$59.63	\$102.38	\$169.88	\$286.88	\$586.13	\$817.88	\$817.88
\$250,000	\$18.75	\$18.75	\$23.75	\$31.25	\$46.25	\$66.25	\$113.75	\$188.75	\$318.75	\$651.25	\$908.75	\$908.75
\$275,000	\$20.63	\$20.63	\$26.13	\$34.38	\$50.88	\$72.88	\$125.13	\$207.63	\$350.63	\$716.38	\$999.63	\$999.63
\$300,000	\$22.50	\$22.50	\$28.50	\$37.50	\$55.50	\$79.50	\$136.50	\$226.50	\$382.50	\$781.50	\$1,090.50	\$1,090.50
\$325,000	\$24.38	\$24.38	\$30.88	\$40.63	\$60.13	\$86.13	\$147.88	\$245.38	\$414.38	\$846.63	\$1,181.38	\$1,181.38
\$350,000	\$26.25	\$26.25	\$33.25	\$43.75	\$64.75	\$92.75	\$159.25	\$264.25	\$446.25	\$911.75	\$1,272.25	\$1,272.25
\$375,000	\$28.13	\$28.13	\$35.63	\$46.88	\$69.38	\$99.38	\$170.63	\$283.13	\$478.13	\$976.88	\$1,363.13	\$1,363.13
\$400,000	\$30.00	\$30.00	\$38.00	\$50.00	\$74.00	\$106.00	\$182.00	\$302.00	\$510.00	\$1,042.00	\$1,454.00	\$1,454.00
\$425,000	\$31.88	\$31.88	\$40.38	\$53.13	\$78.63	\$112.63	\$193.38	\$320.88	\$541.88	\$1,107.13	\$1,544.88	\$1,544.88
\$450,000	\$33.75	\$33.75	\$42.75	\$56.25	\$83.25	\$119.25	\$204.75	\$339.75	\$573.75	\$1,172.25	\$1,635.75	\$1,635.75
\$475,000	\$35.63	\$35.63	\$45.13	\$59.38	\$87.88	\$125.88	\$216.13	\$358.63	\$605.63	\$1,237.38	\$1,726.63	\$1,726.63
\$500,000	\$37.50	\$37.50	\$47.50	\$62.50	\$92.50	\$132.50	\$227.50	\$377.50	\$637.50	\$1,302.50	\$1,817.50	\$1,817.50

<b>SPOUSE/PARTNER VOLUNTARY TERM LIFE INSURANCE</b>												
<b>Monthly Premium Amount (Cost per Pay Period – 12/Year)</b>												
Rates and/or benefits can change. Rates are based on the employee's age and increase as you enter each new age category.												
Benefit	Under 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70-74	75+
\$20,000	\$1.50	\$1.50	\$1.90	\$2.50	\$3.70	\$5.30	\$9.10	\$15.10	\$25.50	\$52.10	\$72.70	\$72.70

<b>CHILD(REN) VOLUNTARY TERM LIFE INSURANCE</b>					
<b>Monthly Premium Amount (Cost per Pay Period – 12/Year)</b>					
Benefit Amount	Cost For Each Child	x	Number of Covered Children	=	Cost For All Children
\$15,000	\$3.00	x		=	

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# Benefits Enrollment Form for City of Oakland Hartford Life and Accident Insurance Company

One Hartford Plaza, Hartford, Connecticut 06155 (A stock insurance company)  
The Hartford® is The Hartford Financial Services Group, Inc., and its subsidiaries.



**Instructions:** 1) Please print clearly with blue or black ink and provide complete information. (Missing information causes delays.) 2) Please review the applicable benefit highlight/summary information for each product prior to electing coverage. You (employee) and your dependent(s) (if applicable) are only eligible for coverage as allowed by the applicable group policy. 3) For each coverage, please check the appropriate box(es) to elect or decline coverage and enter amounts where necessary. 4) Please sign and date the form. 5) Human Resources (Do not submit or send the form directly to The Hartford.)

EMPLOYEE INFORMATION		
Name (FIRST MI LAST)	Employee ID	Date of Birth (MM/DD/YYYY)
Date of Hire (MM/DD/YYYY)		

DEPENDENT INFORMATION (ADDITIONAL CHILDREN MAY BE LISTED ON SEPARATE PAPER AND ATTACHED TO/SUBMITTED WITH THIS FORM)					
Spouse/Domestic Partner Name (FIRST MI LAST) <input type="checkbox"/> N/A		Date of Birth	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date Married/Partnered	
Child Name (FIRST MI LAST)	Date of Birth	Gender	Child Name (FIRST MI LAST)	Date of Birth	Gender
		<input type="checkbox"/> M <input type="checkbox"/> F			<input type="checkbox"/> M <input type="checkbox"/> F
		<input type="checkbox"/> M <input type="checkbox"/> F			<input type="checkbox"/> M <input type="checkbox"/> F

VOLUNTARY TERM LIFE INSURANCE		
You must enroll for this coverage in order for your dependents to be eligible for this coverage.		
Coverage for Employee & Dependent(s)	Benefit Amount – Select One Option	Monthly Premium Amount (Cost per Pay Period – 12/Year)
Employee	<input type="checkbox"/> \$25,000	\$ _____
	<input type="checkbox"/> \$50,000	\$ _____
	<input type="checkbox"/> \$100,000	\$ _____
	<input type="checkbox"/> \$500,000 (Requires EOI*)	\$ _____
	<input type="checkbox"/> \$ _____	\$ _____
	<input type="checkbox"/> Decline Employee Coverage	N/A
Spouse/Partner	<input type="checkbox"/> \$20,000	\$ _____
	<input type="checkbox"/> Decline Spouse/Partner Coverage	N/A
Child(ren) • The premium amount(s) shown apply to each child	<input type="checkbox"/> \$15,000	\$3.00 for each child
	<input type="checkbox"/> Decline Child(ren) Coverage	N/A

**Additional Information:**

- \*If you are newly eligible and elect an amount that exceeds the guaranteed issue amount of \$100,000, you will need to provide evidence of insurability that is satisfactory to The Hartford before the excess can become effective. If you were previously eligible and are electing coverage for the first time or electing to increase your current coverage, you will need to provide evidence of insurability that is satisfactory to The Hartford before coverage can become effective.
- \*If you are newly eligible and elect an amount that exceeds the guaranteed issue amount of \$20,000, your spouse/partner will need to provide evidence of insurability that is satisfactory to The Hartford before the excess can become effective. If you were previously eligible and are electing coverage for the first time or electing to increase your spouse's/partner's current coverage, your spouse will need to provide evidence of insurability that is satisfactory to The Hartford before coverage can become effective.
- The premium amount(s) for you and your spouse/partner are based on your (employee) age; therefore, the premium amount(s) will change as you grow older.
- The benefit amount available to you (employee) under this plan is subject to a reduction schedule beginning at age 65.
- The child benefit amount listed applies to any child age 6 months or older. A different amount may apply to any child under the age of 6 months.
- To determine the premium amount for all child(ren), multiply the premium amount by the number of eligible children you have.

**BENEFICIARY DESIGNATION** (PLEASE ENSURE YOUR BENEFICIARY DESIGNATION IS CLEAR SO THERE IS NO QUESTION OF YOUR INTENT)

This designation is for **all** group insurance coverage issued by The Hartford for which benefits are payable to a beneficiary or survivor (as indicated by each specific policy) in the event of your death, unless otherwise requested by you in writing. This designation may be changed upon written request. **All** information requested is required, per beneficiary. If more than one beneficiary is named, the beneficiaries shall share benefits equally unless percentages are stated below. The **percentages must total 100%** for all Primary Beneficiaries and 100% for all Contingent Beneficiaries. If you need to designate more beneficiaries than space will allow, please include the additional information on a separate paper and attach it to/submit it with this form, clearly stating your name. Please consult your benefits administrator or legal advisor for assistance or additional information.

Certain states are community property states. If you live in one of these states – AK, AR, CA, HI, ID, LA, NV, NM, TX, WA or WI – and designate someone other than your spouse/partner as your beneficiary, state law may require that your spouse/partner consent to the designation. Puerto Rico and certain tribal jurisdictions may also require spousal/partner consent. Spousal/partner consent may not apply to ERISA plans. Please consult your benefits administrator or legal advisor for additional information.

**Primary Beneficiary(ies)** (PRIMARY BENEFICIARIES ARE FIRST IN LINE TO RECEIVE BENEFITS IF LIVING AT THE TIME OF YOUR DEATH)

1) Name (FIRST MI LAST)	Date of Birth		Relationship to You	Percent %
Address (STREET, CITY, STATE & ZIP)			Phone Number	
2) Name (FIRST MI LAST)	Date of Birth		Relationship to You	Percent %
Address (STREET, CITY, STATE & ZIP)			Phone Number	

**Contingent Beneficiary(ies)** (CONTINGENT(S) WILL RECEIVE BENEFITS IF NO PRIMARY BENEFICIARY IS ALIVE AT THE TIME OF YOUR DEATH)

1) Name (FIRST MI LAST)	Date of Birth		Relationship to You	Percent %
Address (STREET, CITY, STATE & ZIP)			Phone Number	
2) Name (FIRST MI LAST)	Date of Birth		Relationship to You	Percent %
Address (STREET, CITY, STATE & ZIP)			Phone Number	

**CONFIRMATION & SIGNATURE**

By signing below:

- I acknowledge that I have been given the opportunity to enroll in the insurance coverage offered by my employer.
- I understand and agree that: 1) If I decline coverage now, but later decide to enroll, I may be required to provide evidence of insurability that is complete and be approved for such coverage before it becomes effective; 2) My request for coverage may be denied by The Hartford; 3) Insurance will go into effect and remain in effect only in accordance with the provisions, terms and conditions of the insurance policy; 4) This enrollment form along with the insurance policy, the insurance certificate, any riders or applications describe the provisions, terms, conditions, limitations and exclusions of my insurance coverage; 5) No insurance will be valid or in force if I am not eligible in accordance with the terms of the group policy(ies) as issued to my employer; and 6) If group participation requirements are required and are not met, the policy(ies) may not be implemented and the coverage I have elected may not be in force.
- I authorize payroll deductions from my wages to cover my cost of coverage where applicable. I understand that any premium amounts indicated on this form are estimates, which are subject to change based on the final terms of the applicable policy, and may be subject to ongoing change based on my age and/or earnings. I also understand that rates and benefits may be changed by the insurer.
- I have read and understand the "Important Notice – Fraud Warning Statements" that applies to my state of residence.

**Employee Signature**

**Date of Signature**

**END OF FORM – PLEASE REVIEW THE "IMPORTANT NOTICE – FRAUD WARNING STATEMENTS" ON THE FOLLOWING PAGE**



# Benefits Enrollment Form

## Important Notice – Fraud Warning Statements

### Hartford Life and Accident Insurance Company

One Hartford Plaza, Hartford, Connecticut 06155 (A stock insurance company)  
The Hartford® is The Hartford Financial Services Group, Inc., and its subsidiaries.



**Please read the statement that applies to your state of residence prior to signing the enrollment form.**

**For residents of all states EXCEPT Arizona, California, Colorado, Florida, Kentucky, Maine, Maryland, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, Puerto Rico, Tennessee, Virginia and Washington:** 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 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.

**For Residents of California:** The falsity of any statement in the application for any policy covered by this chapter 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.

**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 award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**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 a statement of claim or 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, Virginia 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 and denial of insurance benefits.

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

**For residents of New Mexico and North Carolina:** 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 (not applicable to Life Insurance):** 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 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 is subject to a denial and/or reduction in insurance benefits and may be subject to any civil penalties available.

**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 hereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**For residents of Puerto Rico:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the 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.

**For residents 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 claim containing a false or deceptive statement may have violated the state law.