memo

FROM: NJASAP Benefits Committee

TO: NJASAP Membership

RE: NJASAP Loss of Medical Policy (NLMP) Overview & FAQ

DATE: July 6, 2017

NJASAP is pleased to offer the Membership a supplemental Loss of Medical Policy (NLMP) that has saved fellow pilots and their families from financial ruin. While our current Collective Bargaining Agreement (CBA) provides for loss of medical (LOM) coverage in addition to a long-term disability (LTD) benefit, both policies are limited in terms of benefit amount, coverage and duration. Currently, when a pilot becomes disabled, he or she will receive six months of short-term disability (SALCO), followed by 30 months of LOM insurance that pays 60 percent of a crewmember's salary up to a maximum benefit of \$5,000 per month.

After 36 months, the pilot's employment with NetJets is terminated. If, at that time, the pilot is on a LOM, the benefits are discontinued as of the termination date. Those fully taxed benefits will continue past the point of termination *only* if the pilot is unable to perform the essential functions of any *reasonable* job for which he or she is qualified to perform. This broad definition prevents most pilots from qualifying for LTD benefits after 36 months because many illnesses or diseases that ground a pilot do not meet the LTD plan's traditional *any occupation* definition of disability to receive benefit payments.

For example, if a pilot develops insulin-dependent diabetes, then he or she will no longer qualify for a Class 1 or 2 medical certificate. While the pilot would qualify for LOM benefits for the first 30 months of the disability, because he or she would likely be able to perform the essential functions of other reasonable occupations, the pilot would no longer receive benefits after being terminated from NetJets.

An optional supplemental policy, the NLMP offered through Harvey Watt will pay for a grounding illness or disease at a rate of 50 or 60 percent of the pilot's pre-disability salary up to a maximum tax-free monthly benefit of \$7,000 or \$8,000 respectively after 36 months; noted exclusions apply. The benefit will continue to age 65 or beyond if a pilot becomes disabled in his or her 60s. Because Harvey Watt does not have an active pay feed from NetJets, the benefit amount and premium will be based on reported covered earnings. Members can choose to maintain the current coverage level or to increase their covered earnings by emailing Harvey Watt their new preferred annual salary.

For member convenience, an NLMP FAQ *has* been developed to supplement the informational materials contained in this packet. Please do not hesitate to send follow-up questions to the Benefits Working Group, benefits@njasap.com or Harvey Watt & Co., (800) 241-6103 or pilot@harveywatt.com





Who is underwriting the policy?	The NLMP is underwritten by Symetra Life Insurance Company, an A-plus rated carrier. Symetra was chosen as underwriter in December 2016, because it provided the most complete coverage at the lowest cost. The policy is managed by Harvey Watt & Co. (HW&C).	
Who is Harvey Watt?	Atlanta-based HW&C, is the world's largest professional pilo administrator with coverage for 67,000 pilots. In fact, the firr created the concept of pilot loss of license insurance, and continues to offer individual policies specifically catered t pilots. Harvey Watt manages or administers pilot disability plans and/or provides aeromedical services to 18 airlines unions, and associations, ranging from Delta to Emirates. For more information, visit www.harveywatt.com.	
Does the policy require a CBA15 modification?	The policy has not changed CBA15. The NLMP supplements policies currently outlined in CBA15 <i>after</i> the 36-month elimination period has been satisfied.	
What are the premiums, and how are they calculated?	The benefit amount is based on a pilot's reported gross annual salary. Premiums are calculated at \$2.16 per \$100 of applicable payroll per month for the 50 percent option or \$2.545 for the 60 percent option. Two premium and benefit calculation examples are provided below for each option:	

	Pilot A // 50% Benefit	Pilot B // 60% Benefit	Pilot C // 50% Benefit	Pilot D // 50% Benefit
Annual Reported Salary	\$125,000	\$125,000	\$85,000	\$85,000
Monthly Salary	\$125,000 / 12 = \$10,416.67	\$125,000 / 12 = \$10,416.67	\$85,000 / 12 = \$7,083.33	\$85,000 / 12 = \$7,083.33
Monthly Premium Calculation	\$10,416.67 / 100 = \$104.17 x \$2.16 = \$225	\$10,416.67 / 100 = \$104.16 x 2.545 = \$265.10	\$7,083.33 /100 = \$70.83 x 2.16 = \$153.00	\$7,083.33 / 100 = \$70.83 x 2.545 = \$180.27
Monthly Premium	\$225	\$265.10	\$153	\$180.27
Monthly Benefit Calculation	\$10,416.67 x 50%	\$10,416.66 x 60%	\$7,083.33 x 50%	\$7083.33x 60%
Tax-Free Monthly Benefit	\$5,208.33	\$6,250.00	\$3,541.67	\$4,250.00

Is NetJets involved?	NetJets Aviation, Inc. is not directly involved with the policy.
How and when can I enroll in coverage?	New hires have 60 days from their date of hire to enroll with no health questions. Late enrollees can enroll by completing the attached application and completing health questions subject to underwriter approval and pre-existing conditions.
Will I have to take a physical or provide evidence of insurability? Can Symetra deny me coverage?	Once you have completed and submitted the application, Symetra will review the material to determine what underwriting items are necessary to make an underwriting decision. Yes, Symetra can deny coverage.
If I am currently on a leave of absence, can I still apply?	Only pilots who are currently on full-time status with NetJets will be covered. If a pilot is on leave, then he or she may apply for coverage after returning to active status. A 30-day enrollment period will begin upon his or her return, and the member is guaranteed acceptance so long as enrollment takes place within 30 days of their return.
I am scheduled to deploy overseas. Will I be covered once I leave?	Unfortunately no, once a pilot leaves full-time status the pilot will not be covered. However, the policy can be suspended. Upon the member's return, the policy can be reinstated within 30 days of returning to active flying status with NetJets. The pilots is required to notify HW&C, pilot@harveywatt.com, of any pay scale or employment status changes.
I just changed schedules resulting in a change in salary. How does this affect my premium and benefit level?	Any time you experience a change in salary, you are encouraged to notify HW&C as soon as possible to ensure your coverage is adjusted accordingly to keep pace with your new salary. In the event you become disabled, your reported salary in effect at that time will determine the benefit coverage you have. Therefore, it is in your best interest to notify HW&C of any change as soon as possible via email, pilot@harveywatt.com.
I have ALPA Loss of License insurance or another kind of disability policy. Will I need to cancel it?	This choice is up to you. Federal law prohibits an individual from making more money while on disability than if he or she was working; therefore, it is likely the policies would offset each other. An exception would be made if a pilot has a <i>lump sum</i> or <i>monthly pay</i> type policy that pays out prior to the 36-month deadline. You would be well advised to contact HW&C with this information to discuss your options.
What happens when I become disabled?	You would go through the normal processes outlined in CBA15. Additionally, you must notify HW&C of the same, enabling them to process your claim and, if warranted, engage Symetra to schedule a payout. Benefits from the NLMP will begin 36 months from the disability date. Pilots who file a substantially completed claim

	application within the first nine months of a disability can secure a premium waiver following month 12 if they remain disabled.
What if I qualify for NetJets' current LTD plan after 36 months?	If you have an illness or injury that qualifies for the Company's LTD plan, then you may qualify for supplemental payments under NJASAP's supplemental plan. The Union's plan offers a higher payout when 50 or 60 percent of a pilot's pre-disability salary exceeds \$5,000 per month payable by NetJets.
Why do I have to wait 36 months before the policy pays out?	The Company's LOM insurance only guarantees coverage for the first 36 months. NJASAP's intent is to offer a supplemental coverage option that enables members to protect their families after the company disability benefit ends.
How do I find out if I can return to flying? Is there anything I can do to help my chances?	One health development or medication change can drastically affect a pilot's career. With so much at stake, it is imperative to solicit the help of professionals when faced with aeromedical issues. A few companies specialize in aviation medicine, employing specialists and case managers who will work with you to get you back in the air as soon as possible. Comprehensive assistance for pilot medical certificate reinstatement can easily exceed \$1,000 without coverage.
	One of the best benefits associated with enrolling in the NLMP is having the services of the Harvey Watt Aeromedical Department (HWAD) at your fingertips. If you are on track to begin drawing LOM benefits, the HWAD, which is staffed by a team of specialized AMEs, can help review your case and assist you in reclaiming your medical certificate. It is to the pilot and insurance company's mutual benefit to hasten the pilot's return to the line. Harvey Watt frequently works with Aviation Medicine Advisory Service (AMAS) to accomplish this goal.
	Dr. Fred Tilton serves as HWAD's full-time Medical Director. Prior to joining Harvey Watt, Tilton was the U.S. Federal Air Surgeon overseeing the FAA Aeromedical Certification Division. Tilton's department is second to none: He and his team are currently assigned to assist thousands of pilots across the globe, and they have a proven history of offering invaluable assistance.
	Please note: The HWAD's full menu of services only becomes available after a pilot has taken leave due to disability <i>and</i> he or she is on track to draw benefits from the NLMP. For day-to-day aeromedical assistance, AMAS is available to assist you.
Are there offsets to the benefit payout?	Offsets are inherent to the vast majority of disability plans, and it is important to identify them and how they may affect you prior to enrolling in comprehensive assistance for pilot medical certificate reinstatement. The NLMP provides a tax-free benefit of 50 percent of your reported pre-disability income. Should you receive any of the payments listed below during the disability period, Symetra may

reduce its payout to ensure the sum of all benefits does not exceed a certain percentage of your pre-disability income:

- Jones Act/Maritime Doctrine,
- statutory disability,
- unemployment benefits,
- automobile no-fault,
- Social Security Disability: You are required to be totally disabled for at least one year to qualify,
- railroad retirement.
- Canada/Quebec Pension Plan,
- disability payments from another disability plan(s),
- third-party liability payments, and
- group mortgage or disability payments.

Will a pension offset my benefit?

Pension benefits do not usually offset disability benefits as any type of military or airline pension or 401(k) benefit received prior to the disability is generally excluded from a benefit offset. Social Security disability or retirement is a noted exception.

What exclusions would prevent me from drawing benefits?

The plan carries the following common exclusions:

Pre-existing conditions: At the start date of policy coverage, if you have been treated or diagnosed with any health problem within the last twelve months, then that condition is excluded for a period of 24 months as a qualifying disability claim unless there are other qualifying conditions disabling you.

- self-inflicted injuries,
- committing or attempting to commit a criminal act,
- act of war: Injuries sustained during a terrorist attack would not disqualify you from drawing benefits as terrorism is not considered an act of war,
- driving while intoxicated,
- insurrection, rebellion, or taking part in a riot or civil commotion: Labor strikes and pickets are federally protected activities, and, according to Symetra, are not considered a civil commotion. As such, injuries sustained during such activities would not prevent a pilot from drawing benefits.

Where can I find the NLMP contract?

The Summary of Benefits is available on the Harvey Watt web site; click the NJASAP logo, and every pilot is strongly encouraged to review the document. Should you have any questions thereafter, please consider posting them in the NLMP FORUM of the NJASAP Message Board, allowing everyone to learn from the response. If you would prefer to keep the question private, please telephone a Harvey Watt representative, (800) 241-6103.

How do I enroll?

To enroll in the plan, please complete the forms included in this packet and return them to HW&C via mail, fax, or email to Harvey Watt. The

plan is firewalled from NetJets and enrollees must pay directly for this coverage by sending an image of a voided check and the associated routing number to facilitate automatic monthly withdrawals from your account. Withdrawals will begin the fifth day of the month after coverage is approved. Pilots may cancel coverage at any time and can adjust covered reported earnings by emailing pilot@harveywatt.com.

Please contact HW&C with questions by telephone, (800) 241-6103, or email, pilot@harveywatt.com.





Return Applications to: Harvey Watt & Company

PO Box 20787| Atlanta, GA 30320 | Phone 1-800-241-6103 | Fax 1-404-761-8326 pilot@harveywatt.com

Group Disability Insurance

Voluntary Long Term Disability

SUMMARY OF BENEFITS

Class 1

Sponsored By: NetJets Association of Shared Aircraft Pilots

Effective Date: January 1, 2017 Policy Number: 01-017231-00

The information in this summary may be replaced by any subsequently issued summary or policy amendment.

Benefit Highlights:

Benefit Amount 50% of salary up to \$7,000 per month

Elimination Period 36 months (number of months you must be disabled to collect

disability benefits)

Maximum Benefit Duration Reducing Benefit Duration (RBD):

<u>Age at Disability</u>	<u> Maxımum Payment Duratıon</u>
Less than age 60	To age 65 (but not less than 60 mos.)
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

Accumulation of Elimination Days You can satisfy the days of your elimination period with either total

(off work entirely) or partial (working some hours at your current job)

disability.

Pre-Existing ConditionYou may not be eligible for benefits if you have received treatment

for a condition within the 12 months prior to your initial eligibility date

until you have been covered under this plan for 24 months.

Survivor Income Benefit A survivor benefit may be paid to your beneficiary if you should die

while receiving qualifying disability payments.

Benefit LimitationsMental Illness: 6 months per lifetime

Substance Abuse: 6 months per lifetime

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LGP-2319/ LTD Class 1 2/17

Eligibility

All full time Line Pilots who are members in good standing with NetJets Association of Shared Aircraft Pilots.

Standard Provisions:

- Six-month recurrent disability/temporary recovery
- If the insured recovers and returns to work, and the same sickness or injury causes the disability to occur again within six months of the date the prior disability ended, Symetra will resume monthly payments if the insured is covered under the policy for the period of temporary recovery.
- Waiver of premium
- Premium payments for coverage are suspended for an insured while he/she is receiving disability income payments under this policy.
- · Cost of living freeze
- Except for increases in income earned (or received from any form of employment) once other income amounts have been subtracted from the gross monthly disability payment, the insured's payment will not be further reduced due to a cost of living increase in any other income amounts.
- Vocational rehabilitation
- Provides assistance through services such as testing and training as well as job modification and placement.
- Social Security assistance
- Helps an insured obtain Social Security disability benefits
- Continuity of coverage

Rates for Voluntary Long Term Disability coverage

Monthly rates per \$100 of covered payroll: \$2.16

Calculating Your Cost

This summary provides only a brief description of the Disability Income Insurance coverage insured by Symetra Life Insurance Company under the GDC 4000 series Group Disability Income Insurance policy. For a complete description, including all definitions, exclusions, limitations, and reductions in coverage, as well as information on termination of benefits, please contact your benefit administrator or refer to the Group Insurance Certificate you will receive when you become insured. Coverage will be offered under Group Policy number 01-017213-00. All benefits are subject to the terms and conditions of the Group Policy. If there is a difference between the information in this summary and the information contained in the Group Insurance Certificate, the terms of the Group Insurance Certificate will prevail. The terms of coverage may change over time; always refer to your current Group Insurance Certificate for information regarding your insurance benefits.

Insured by Symetra Life Insurance Company

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LGP-2319/ LTD Class 1 2/17





Return Applications to: Harvey Watt & Company

PO Box 20787| Atlanta, GA 30320 | Phone 1-800-241-6103 | Fax 1-404-761-8326 pilot@harveywatt.com

Group Disability Insurance

Voluntary Long Term Disability

SUMMARY OF BENEFITS

Class 2

Sponsored By: NetJets Association of Shared Aircraft Pilots

Effective Date: January 1, 2017 Policy Number: 01-017231-00

The information in this summary may be replaced by any subsequently issued summary or policy amendment.

Benefit Highlights:

Benefit Amount 60% of salary up to \$8,000 per month

Elimination Period 36 months (number of months you must be disabled to collect

disability benefits)

Maximum Benefit Duration Reducing Benefit Duration (RBD):

Age at Disability	Maximum Payment Duration
Less than age 60	To age 65 (but not less than 60 mos.)
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

Accumulation of Elimination Days You can satisfy the days of your elimination period with either total

(off work entirely) or partial (working some hours at your current job)

disability.

Pre-Existing ConditionYou may not be eligible for benefits if you have received treatment

for a condition within the 12 months prior to your initial eligibility date

until you have been covered under this plan for 24 months.

Survivor Income Benefit A survivor benefit may be paid to your beneficiary if you should die

while receiving qualifying disability payments.

Benefit Limitations Mental Illness: 6 months per lifetime

Substance Abuse: 6 months per lifetime

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LGP-2319/ LTD Class 2 2/17

Eligibility

All full time Line Pilots who are members in good standing with NetJets Association of Shared Aircraft Pilots.

Standard Provisions:

- Six-month recurrent disability/temporary recovery
- If the insured recovers and returns to work, and the same sickness or injury causes the disability to occur again within six months of the date the prior disability ended, Symetra will resume monthly payments if the insured is covered under the policy for the period of temporary recovery.
- Waiver of premium
- Premium payments for coverage are suspended for an insured while he/she is receiving disability income payments under this policy.
- · Cost of living freeze
- Except for increases in income earned (or received from any form of employment) once other income amounts have been subtracted from the gross monthly disability payment, the insured's payment will not be further reduced due to a cost of living increase in any other income amounts.
- Vocational rehabilitation
- Provides assistance through services such as testing and training as well as job modification and placement.
- Social Security assistance
- Helps an insured obtain Social Security disability benefits
- Continuity of coverage

Rates for Voluntary Long Term Disability coverage

Monthly rates per \$100 of covered payroll: \$2.545

Calculating Your Cost

This summary provides only a brief description of the Disability Income Insurance coverage insured by Symetra Life Insurance Company under the GDC 4000 series Group Disability Income Insurance policy. For a complete description, including all definitions, exclusions, limitations, and reductions in coverage, as well as information on termination of benefits, please contact your benefit administrator or refer to the Group Insurance Certificate you will receive when you become insured. Coverage will be offered under Group Policy number 01-017213-00. All benefits are subject to the terms and conditions of the Group Policy. If there is a difference between the information in this summary and the information contained in the Group Insurance Certificate, the terms of the Group Insurance Certificate will prevail. The terms of coverage may change over time; always refer to your current Group Insurance Certificate for information regarding your insurance benefits.

Insured by Symetra Life Insurance Company

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LGP-2319/ LTD Class 2 2/17



Symetra Life Insurance Company

777 108th Avenue NE | Suite 1200| Bellevue, WA 98004-5135 Mailing Address: Benefits Division | PO Box 34690 | Seattle, WA 98124-1690 Phone 1-800-426-7784 | Fax 1-866-348-0058 | TTY/TDD 1-800-833-6388

GROUP LONG TERM DISABILITY INCOME INSURANCE ENROLLMENT

Policy Number <u>01-017213-00</u>				
Employer/Policyholder Name NetJets Association of	Shared Aircraft Pilot	S		
Street Address	City		State	Zip Code
Employee Occupation/Joh Title	- Employee Do	to of Employment		
Employee Occupation/Job Title	Employee Da	te of Employment		
	Full Time Employee		me Employee	
Effective Date of Coverage				
\$				
Basic Annual Earnings				
I. EMPLOYEE/ENROLLEE INFORMATION				
		Se	ex 🗌 M	□F
Name				
Street Address	City		State	Zip Code
Home Telephone Number	Date of Birth		Email Addres	
II. BENEFITS (Please check if you wish to enroll			Email Addres	55
ii. BENEI 113 (Flease check ii you wish to emon	Yes	No		
Vol LTD Income Insurance – 50% to \$7,000 Max	100	140		
Vol LTD Income Insurance – 60% to \$8,000 Max				
III. SELECTION/WAIVER OF GROUP INSURANCE	(Only check one bo	ox helow, and sign	n)	
I, the undersigned, elect the insurance coverage which policy or policies issued to the policyholder by Symetriany contribution I am required to make toward the correquired contribution).	ch I selected above and ra Life Insurance Com	d for which I am eli pany. I authorize t	gible under the	from my earnings of
I, the undersigned, hereby waive my right at this time that if I do not enroll within 31 days of the date I am fir submitting satisfactory evidence of insurability (proof cunderstand that Symetra Life Insurance Company will	st eligible, that I will no of good health) to Sym	et be able to obtain etra Life Insurance	coverage in t	he future without
I designate the beneficiary(ies) named on this form to rece by me on this form to the best of my knowledge and belief		ole in the event of n	ny death. All i	nformation submitted
Enrollee/Employee Signature			gned	

Group Benefits are insured by Symetra Life Insurance Company.

Attach Voided Check

AUTHORIZATION FOR PREMIUM PAYMENTS

Here's how to use the Pre-Authorization Premium Payment Plan:
Complete and sign the Membership Premium Payment Authorization form.
That's all there is to it. Your monthly premiums will be paid automatically, electronically. There's nothing more for you to do but to enjoy all the security of this plan.
☐ Check here if you prefer Annual Billing. (Monthly premium x 12) Annual invoices are mailed to the address on file.
MEMBERSHIP PREMIUM PAYMENT AUTHORIZATION FORM
AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS (ACH DEBITS) TO HARVEY W. WATT & CO. FOR PREMIUMS DUE ON PILOT OCCUPATIONAL DISABILITY AND/OR LIFE INSURANCE
I (we) hereby authorize HARVEY W. WATT & CO. to initiate debit entries to my (our) Checking or Credit Union draft account indicated below and the bank or credit union named below, hereinafter called DEPOSITORY, to debit the same to such account.
DEPOSITORY NAME
TRANSIT/ABA NOACCOUNT NO
This authority is to remain in full force and effect until HARVEY W. WATT & CO. and DEPOSITORY have received written notification from me (or either of us) of its termination in such time and in such manner as to afford Harvey W. Watt & Co. and DEPOSITORY a reasonable opportunity to act on it. I (or either of us) have the right to stop payment of a debit entry by notification to DEPOSITORY at such time as to afford DEPOSITORY a reasonable opportunity to act on it prior to charging my (our) account. After account has been charged, I have the right to have the amount of the erroneous debit immediately credited to my account by DEPOSITORY, provide I (we) send written notice of such debit entry in error to DEPOSITORY within 15 days following the issuance of the account statement or 45 days after posting, whichever occurs first.
I (we) further agree that any requirement for giving notice of premiums due shall be waived as long as the authorization agreement is in effect. The debit as shown on my (our) bank or credit union account statement will constitute a receipt for the premium, but no premium or portion thereof shall be deemed to have been paid unless and until Harvey W. Watt & Co. receives actual payment at its Home Office. The use of this premium payment shall in no way alter or amend the provisions of the policy with respect to the termination of such policy upon nonpayment of the premium due.
NAME EMPLOYMENT ID#
PLEASE PRINT
DATE SIGNED X
SIGNED X

Please read the following notice that we are required by law to give to you.

Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be quilty of insurance fraud.

<u>ARIZONA</u>: 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.

<u>CALIFORNIA</u>: For your protection California law requires the following to appear hereon: 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.

<u>COLORADO</u>: 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.

<u>DISTRICT OF COLUMBIA</u>: 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.

<u>FLORIDA</u>: 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.

<u>LOUISIANA</u>: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information for payment of a loss is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, 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.

<u>MARYLAND</u>: 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.

<u>NEW HAMPSHIRE</u>: 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 RSA 638:20.

<u>NEW JERSEY</u>: 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 an insurance policy is subject to criminal and civil penalties.

<u>NEW MEXICO</u>: 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.

<u>NEW YORK</u>: The following applies to health insurance only: 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.

<u>OKLAHOMA</u>: 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.

<u>PENNSYLVANIA</u>: 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.

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

<u>VIRGINIA</u>: 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.