



Disability Income

Insurance Plan FOR NEW JERSEY SOCIETY
OF CPAs MEMBERS

Why not join the millions
of insureds who have
chosen to help protect
their families with
New York Life
Insurance Company?



You have medical insurance to help cover medical expense and car or homeowners insurance to help cover damage to your property. But neither is designed to help protect your ability to earn a living.

As a member of the New Jersey Society of CPAs, you have an opportunity others don't. The NJCPA Insurance Program has put together quality features on Disability Income Insurance that help protect your income, your family, and your obligations if you are unable to work.



Affordability

The NJCPA Insurance Program gives you access to group buying power. Unlike plans you might find in the general market, you get the benefit of your group association. Plus, as part of a group plan, you can never be singled out for a rate increase.



Advocacy

For decades, the NJCPA has been sponsoring customized plans to meet the needs of New Jersey's accounting professionals. Our plan administrator, USI Affinity, employs a team to answer questions and help you understand your options. We're your advocate, and we work hard to understand and anticipate your needs as an accounting professional.



Stability

NJCPA and USI Affinity have gone through the paces of due diligence to ensure that you're getting coverage from a respected insurance carrier. This plan is underwritten by New York Life, a leading insurance provider who is rated A++ (Superior) by A.M. Best for financial strength and is a recognized leader in service and claims experience¹.



Eligibility

Members of the New Jersey Society of CPAs who are under age 60, residents of the U.S., not in military service, and actively engaged in FULL-TIME WORK² may apply for coverage.



How the Plan Works

This coverage is designed to pay monthly benefits if you suffer a Total Disability while insured under the policy due to a covered illness or accident and become unable to perform all of the substantial and material duties of your regular occupation. You must be under the care of a licensed physician for your covered disability. Benefits are paid regardless of other insurance coverage you may have, and this coverage automatically renews for all insured persons, as long as applicable terms and conditions are met.

If your disability is the result of an injury, said injury must occur while you are covered under the Policy and result in a Total Disability within 365 days.

Your Choice of Monthly Benefit Amount

Apply for monthly benefit amounts between \$2,000 and \$10,000 in \$100 increments.

Your Choice of Coverage Options

You have two options to choose from on benefit duration—Plan 67-67 or Plan 5/2. Select the one that best suits your needs and budget.

30-Day Free Look

Once your coverage is approved, you will be sent a Policy summarizing your benefits under the Plan. If you are not completely satisfied with the terms of your Policy, you may return it, without claim, within 30 days. We will refund your entire premium contribution and invalidate your coverage.

Plan 67-67	
Accident or Sickness Benefits	
<i>If your Total Disability begins:</i>	<i>Benefits paid:</i>
Prior to Age 60	To Age 67
Between Age 60 and 65	To Age 65
On or after Age 65	For 24 months

Plan 5/2	
Accident Benefits	
<i>If your Total Disability begins:</i>	<i>Benefits paid:</i>
Prior to Age 60	For 60 months
Between Age 60 and 65	To Age 67
On or after Age 65	For 24 months
Sickness Benefits	
<i>If your Total Disability begins:</i>	<i>Benefits paid:</i>
Prior to Age 65	For 24 months
On or after Age 65	The greater of Age 67 or 12 months



Standard Plan Features

Waiting Period

The Waiting Period is the number of consecutive days you must be Totally Disabled before benefits begin. This plan gives you the flexibility to choose a Waiting Period that's most comfortable for you—30, 60, 90, 180, or 365 days. Premiums reduce if you choose a longer waiting period.

Accidental Death & Dismemberment

This plan includes a \$1,000 Accidental Death and Dismemberment benefit, of which all or a portion is payable for accidental loss of life, limbs, sight, speech or hearing due to a covered injury.

Presumptive Disability

If a covered loss results in a total and irrecoverable loss of one of the following: speech; hearing in both ears; sight in both eyes, or; use of both hands or feet or one hand and one foot, which cannot be medically or surgically restored; a Total Disability is presumed.

Survivor Benefit

Your beneficiary will receive additional benefit payments for up to 3 months, subject to the maximum benefit period, if you die during a period for which you received at least 12 monthly benefits for a total disability.

Non-Disabling Injury Benefit

This plan pays a maximum of one-quarter of your monthly benefit for actual expenses for medical or surgical treatments related to non-disabling injuries.

Rehabilitation

If you become totally disabled, New York Life will

consider treatment for you in a mutually agreed upon rehabilitation program for up to 24 months. The program must be approved by applicable government and/or private agencies. Monthly benefits will continue during your rehabilitation period, per the terms of the plan.

Worldwide Coverage

Once your coverage is effective, you are protected wherever you travel—whether for business or personal—as long as you remain a U.S. resident³.

Tax-Free Benefits

The benefits paid to you are tax-free, as long as you pay your own premiums with after-tax dollars. This is different than employer-paid coverage, which is considered earned income and is taxable at your normal tax rate. You should consult with your personal tax advisor for further information.

Waiver of Premium

It's good to know that your insurance will continue should you become totally disabled. Premium payments for your coverage will be waived if you become totally disabled prior to turning age 60 and such disability lasts for six consecutive months. Please refer to your Policy for applicable conditions.

Portability

Access to this plan is through your association membership. Unlike employer-based coverage, this plan is portable which means that if you change jobs, your coverage does not terminate.

1: Third Party Ratings Report as of 7/24/2019.

2: FULL-TIME WORK is defined as actively performing the regular duties of your normal occupation, for pay or profit, on a basis of at least 30 hours per week at a place where such duties are normally performed or other location to which travel is required.

3: Subject to U.S. government regulations on restricted countries.



Optional Plan Benefits

For an additional premium, you may request one or more of these benefits:

Residual Disability Benefit

You may elect to receive residual benefits for a covered Total Disability lasting at least as long as your selected waiting period, if you are unable to perform some, but not all, of the duties of your regular occupation. A Residual Disability must result in a loss of at least 20% of your earnings and occur before age 67. Additional information and conditions are in your Policy.

Recovery Benefit

If you received benefits for a total disability for 45 days or longer and return to FULL-TIME WORK after benefits cease, you can elect to receive a lump sum benefit payment of between 25% and three times

your monthly benefit amount (depending upon the length of your disability). You must not have reached the maximum benefit under this policy. This optional benefit is available with Plan 67-67 only.

COLA Benefit

The Cost of Living Adjustment (COLA) Benefit allows you to keep pace with the rate of inflation. This optional benefit increases your monthly benefit amount during any continuous period of Total or Residual Disability (occurring before age 64), based on the Urban Consumer Price Index (CPI-U). This benefit is available with Plan 67-67 only.



Summary of Terms & Conditions

When Coverage Begins

Coverage becomes effective on the first day of the month following the date the application is approved, provided the initial premium is paid within 31 days after billing and any person proposed for insurance is at FULL-TIME WORK. If you are not at FULL-TIME WORK on the date your application is approved, coverage will not go into effect until the date you return to FULL-TIME WORK, provided you are still eligible and the date is within three months of the date the insurance would have otherwise taken effect. Payment of a premium contribution does not mean coverage is in force. Pregnancy will be treated as any other illness if the pregnancy begins after the first 30 days following the effective date of the policy and such pregnancy or childbirth results in continuous total disability.

When Benefits End

Benefits will cease at the earlier of the following: a) your covered disability ends; b) the maximum benefit period ends; or c) if required proof of continuing disability is not provided. You will remain insured after your benefits end, except as described in the "Exhaustion of Benefits" section.

Exhaustion of Benefits

When you have reached the maximum benefit period, as determined by your plan and age when the covered disability began, coverage will be suspended and no

premiums will be due. Your coverage will resume without evidence of insurability provided the following a) you advise the administrator that you have returned to FULL-TIME WORK; and b) do not meet the criteria described in the "When Coverage Ends" section.

When Coverage Ends

Coverage will remain in force until the earlier of: a) you reach age 70; b) failure to pay premiums when due; c) you enter into military service; d) the Group Policy is modified to exclude the class of insured in which you belong; e) or you elect to end coverage.

Reductions, Limitations and Exclusions

Disabilities that are due or related to the following are excluded from coverage: air travel (except when a fare-paying passenger on a licensed commercial, non-military aircraft); military service; self-inflicted injury while sane or insane; declared or undeclared war or act of war; and any disability which does not require a doctor's regular care (regular care of doctor does not include yourself, a close relative, or a household member).

Monthly Benefits in excess of \$2,200 will reduce to \$2,200 at age 65 with premiums adjusted accordingly.

Current 2020 Annual Premiums per \$100 of Monthly Benefits

A: Plan 67-67					
Waiting Period	30 Days	60 Days	90 Days	180 Days	365 Days
< Age 30	\$ 10.95	\$ 9.01	\$ 6.93	\$ 6.24	\$ 5.54
Ages 30 - 39	\$ 14.60	\$ 12.01	\$ 9.24	\$ 8.32	\$ 7.39
Ages 40 - 49	\$ 24.16	\$ 19.88	\$ 15.29	\$ 13.76	\$ 12.23
Ages 50 - 59	\$ 38.82	\$ 31.94	\$ 24.57	\$ 22.11	\$ 19.66
Ages 60 - 64	\$ 41.64	\$ 33.31	\$ 25.54	\$ 21.65	\$ 17.77
Ages 65 - 69†	\$ 47.45	\$ 37.96	\$ 29.10	\$ 24.67	\$ 20.24

B: Recovery Benefit					
Waiting Period	30 Days	60 Days	90 Days	180 Days	365 Days
< Age 30	\$ 2.84	\$ 2.27	\$ 1.74	\$ 1.47	\$ 1.21
Ages 30 - 39	\$ 3.27	\$ 2.62	\$ 2.01	\$ 1.70	\$ 1.40
Ages 40 - 49	\$ 4.16	\$ 3.32	\$ 2.55	\$ 2.16	\$ 1.77
Ages 50 - 59	\$ 6.42	\$ 5.14	\$ 3.94	\$ 3.34	\$ 2.74
Ages 60 - 64	\$ 9.77	\$ 7.81	\$ 5.99	\$ 5.08	\$ 4.17
Ages 65 - 69	\$ 9.77	\$ 7.81	\$ 5.99	\$ 5.08	\$ 4.17

C: Residual Disability Benefit (RDB)					
Waiting Period	30 Days	60 Days	90 Days	180 Days	365 Days
< Age 30	\$ 2.16	\$ 1.92	\$ 1.74	\$ 1.58	\$ 1.40
Ages 30 - 39	\$ 4.04	\$ 3.48	\$ 3.16	\$ 2.86	\$ 2.56
Ages 40 - 49	\$ 6.74	\$ 5.80	\$ 5.30	\$ 4.78	\$ 4.26
Ages 50 - 59	\$ 11.02	\$ 9.50	\$ 8.66	\$ 7.82	\$ 6.98
Ages 60 - 64	\$ 11.40	\$ 9.42	\$ 8.36	\$ 6.84	\$ 5.48

COLA		
	D: If Selecting RDB	E: Not Selecting RDB
< Age 30	\$ 3.10	\$ 2.74
Ages 30 - 39	\$ 5.38	\$ 4.36
Ages 40 - 49	\$ 12.34	\$ 9.92
Ages 50 - 59	\$ 20.58	\$ 16.80
Ages 60 - 64	\$ 10.84	\$ 8.98

† Benefit amounts reduce at age 65, as noted in the "Reductions, Limitations, and Exclusions" section.

The premium contributions shown reflect the current rates and benefit structure. Premiums increase as you grow older. Your initial premium is based on your attained age on the effective date of your coverage and increases on the premium due date on or immediately after the date you reach a higher age bracket. New York Life Insurance Company may change premiums on any premium due date or on any date on which benefits are changed. However, your rates may change only if they are changed for all others in the same class of insureds. For example, a class of insureds is all others with the same issue age, waiting period and plan. Benefit options are not guaranteed and are subject to change by agreement between New York Life Insurance Company and the NJCPA.

A: Plan 5/2					
Waiting Period	30 Days	60 Days	90 Days	180 Days	365 Days
< Age 30	\$ 6.30	\$ 5.04	\$ 3.86	\$ 3.28	\$ 2.69
Ages 30 - 39	\$ 8.45	\$ 6.76	\$ 5.18	\$ 4.39	\$ 3.60
Ages 40 - 49	\$ 14.06	\$ 11.24	\$ 8.62	\$ 7.31	\$ 6.00
Ages 50 - 59	\$ 25.95	\$ 20.76	\$ 15.92	\$ 13.49	\$ 11.07
Ages 60 - 64	\$ 38.94	\$ 31.15	\$ 23.88	\$ 20.25	\$ 16.61
Ages 65 - 69†	\$ 47.45	\$ 37.96	\$ 29.10	\$ 24.67	\$ 20.24

B: Recovery Benefit					
Waiting Period	30 Days	60 Days	90 Days	180 Days	365 Days
< Age 30	\$ 2.84	\$ 2.27	\$ 1.74	\$ 1.47	\$ 1.21
Ages 30 - 39	\$ 3.27	\$ 2.62	\$ 2.01	\$ 1.70	\$ 1.40
Ages 40 - 49	\$ 4.16	\$ 3.32	\$ 2.55	\$ 2.16	\$ 1.77
Ages 50 - 59	\$ 6.42	\$ 5.14	\$ 3.94	\$ 3.34	\$ 2.74
Ages 60 - 64	\$ 9.77	\$ 7.81	\$ 5.99	\$ 5.08	\$ 4.17
Ages 65 - 69	\$ 9.77	\$ 7.81	\$ 5.99	\$ 5.08	\$ 4.17



How to Calculate Your Annual Premium Cost:

- 1) Monthly Benefit Amount: Units
- 2) Divide by 100:

Choose Plan 67-67

- 3) Premium Rate (Table A):
- Recovery Benefit (Table B): *Optional*
- RDB (Table C): *Optional*
- COLA (Table D or E): *Optional*

Or choose Plan 5/2

- 3) Premium Rate (Table A):
- Recovery Benefit (Table B): *Optional*

- 4) Add All Applicable Rates from Your Choices Above:

- 5) Multiply Lines 2 and 4:

This is your Annual Premium.

If you wish to pay semi-annually, divide Line 5 by two, and add a **\$1.00 Administrative Fee**. This is your semi-annual premium. To avoid this fee, elect to pay annually.

How New York Life Obtains Information and Underwrites Your Request for Disability Income Insurance

In this notice, references to “you” and “your” include any person proposed for insurance. Information regarding insurability will be treated as confidential. In considering whether the person(s) in your request for insurance qualify for insurance, we will rely on the medical information you provide, and on the information you AUTHORIZE us to obtain from your physician, other medical practitioners and facilities, other insurance companies to which you have applied for insurance and MIB, Inc. (“MIB”). MIB is a not-for-profit organization of insurance companies, which operates an information exchange on behalf of its members. If you apply for life or health insurance coverage, a claim for benefits is submitted to an MIB member company, medical or non-medical information may be given to MIB, and such information may then be furnished by MIB, upon request, to a member company.

Your AUTHORIZATION may be used for a period of 24 months from the date you signed the application for insurance, unless sooner revoked. The AUTHORIZATION may be revoked at any time by notifying New York Life in writing at the address provided. Your revocation will not be effective to the extent New York Life or any other person already has disclosed or collected information or taken other action in reliance on it, or to the extent that New York Life has a legal right to contest a claim under an insurance certificate or the certificate itself. The information New York Life obtains through your AUTHORIZATION may become subject to further disclosure. For example, New York Life may be required to provide it to insurance, regulatory

or other government agencies. In this case, the information may no longer be protected by the rules governing your AUTHORIZATION.

MIB and other insurance companies may also furnish New York Life, its subsidiaries or the Plan Administrator with non-medical information (such as driving records, past convictions, hazardous sport or aviation activity, use of alcohol or drugs, and other applications for insurance). The information provided may include information that may predate the time frame stated on the medical questions section, if any, on this application. This information may be used during the underwriting and claims processes, where permitted by law.

New York Life may release this information to the Plan Administrator, other insurance companies to which you may apply for life and health insurance, or to which a claim for benefits may be submitted and to others whom you authorize in writing, however, this will not be done in connection with test results concerning Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV). We may also make a brief report of your protected health information to MIB, but we will not disclose our underwriting decision.

New York Life will not disclose such information to anyone except those you authorize or where required or permitted by law. Information in our files may be seen by New York Life and Plan Administrator employees, but only on a “need to know” basis in considering your request. Upon receipt of all requested information, we will make a determination as to whether your request for insurance can be approved.

If we cannot provide the coverage you requested, we will tell you why. If you feel our information is

inaccurate, you will be given a chance to correct or complete the information in our files. Upon written request to New York Life or MIB, you will be provided with non-medical information. Generally, medical information will be given either directly to the proposed insured or to a medical professional designated by the proposed insured. Your request is handled in accordance with the Federal Fair Credit Reporting Act procedures. If you question the accuracy of the information provided by MIB, you may contact MIB and seek a correction. MIB’s information office is: MIB, Inc., 50 Braintree Hill Park, Suite 400, Braintree, MA 02184-8734, telephone 866-692-6901. Information for consumers about MIB may be obtained on its website at www.mib.com.

For NM Residents: PROTECTED PERSONS¹ have a right of access to certain CONFIDENTIAL ABUSE INFORMATION² we maintain in our files and they may choose to receive such information directly. You have the right to register as a PROTECTED PERSON by sending a signed request to the Administrator at the address listed on the application. Please include your full name, date of birth and address.

1-PROTECTED PERSON means a victim of domestic abuse: who has notified us that he/she is or has been a victim of domestic abuse; and who is an insured person or prospective insured person.

2-CONFIDENTIAL ABUSE INFORMATION means information about: acts of domestic abuse or abuse status; the work or home address or telephone number of a victim of domestic abuse; or the status of an applicant or insured as family member, employer or associate of a victim of domestic abuse or a person with whom an applicant or insured is known to have a direct, close, personal, family or abuse-related relationship.

New York Life Insurance Company

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This Summary contains a brief description of some of the principal provisions of the proposed insurance coverage. Complete terms and conditions are set forth in the policy issued to you once coverage has been approved.

NJCPA is compensated in connection with this sponsored group plan to provide and maintain this valuable membership benefit.

Do you have questions about this coverage? Or do you need to file a claim?
Call our customer care center for more information or for the necessary forms:
855.874.0278 • Monday - Friday, 9 a.m. to 5 p.m. (ET)



AFFINITY

Administered By:

USI AFFINITY

14 Cliffwood Avenue, Suite 310

Matawan, NJ 07747 | 1.855.874.0278

AR Insurance License # 325944

CA Insurance License # 0G11911



Underwritten By:

NEW YORK LIFE INSURANCE COMPANY

51 Madison Avenue | New York, NY 10010

Under Policy G-29460-0

on Policy Form G-29460-0/GMR-FACE



TO APPLY: Complete this form and return it to USI AFFINITY, 14 Cliffwood Avenue, Suite 310, Matawan, NJ 07747
Please print in ink or type all answers. Do not use correction fluid or gel pens. Initial and date any changes.

NJXHDAACH

1. MEMBER INFORMATION:

Last Name _____ First Name _____ M.I. _____

Street Address _____ City _____ State _____ Zip Code _____

() () ()

Home Phone Number _____ Office Phone Number _____ Fax Number _____

Home E-mail Address _____ Office E-mail Address _____

Social Security #: ____ - ____ - ____ Date of Birth: ____/____/____ Height: ____ ft. ____ in. Weight: ____ lbs. Male Female

Marital Status: Married Divorced Single Widowed Civil Union* Domestic Partner*

*Eligibility of Domestic Partner/Civil Union is determined by state law.

Are you now a member of the New Jersey Society of Certified Public Accountants?

Yes No If yes, Member ID#: _____

Are you presently insured by any other NJCPA-sponsored plan? Yes No

If yes, provide details: _____

Do you plan to reside outside the U.S. or Canada within the next 12 months?

Member: Yes, Country(ies) _____ For how long? _____ No

2. OCCUPATIONAL STATUS:

a) Occupation: _____ Main Duties: _____

b) "FULL TIME WORK" means actively performing the regular duties of your normal occupation for pay or profit on the basis of at least 30 hours per week. Are you at FULL TIME WORK? Yes No

3. PAYMENT OPTION (Choose only one):

Bill Me Annually Bill Me Semi-Annually* Charge My Credit Card (see below):

I request and authorize NJCPA Insurance Program, administered by USI Affinity, to make annual semi-annual monthly charges against the credit card subsequently named by me, for the purpose of collecting premium contributions due under this plan.

Visa MasterCard Account #: _____ Exp. Date _____ 3-Digit Code: _____

Cardholder's Name: _____ Signature: _____

*There is a \$1.00 administrative fee for semi-annual billing. You can select annual billing to avoid this fee.

5. STATEMENT OF HEALTH: (Continued)

- 6) During the past two years, have you participated in, or plan to participate in: aircraft flying other than as passenger, scuba diving, ultra light flying, ballooning, parachuting, mountaineering, rodeo riding, snowmobiling, hang-gliding, parasailing, bungee jumping, or organized motorcycle racing, or any type of organized motorized racing?
- 7) Driver's License No.: _____ State in which issued: _____
- 8) During the past five years, have you had your driver's license suspended, or revoked, or had any moving violations?
- 9) **Except for residents of CT and MN**, in the last seven years, have you been convicted of a crime or served time in prison because of a conviction or have an arrest pending?
- For residents of CT and MN only**, in the last seven years, have you been convicted of a crime or served time in prison because of a conviction or been arrested and convicted for any reason?

If you have answered 'yes' to any questions, give complete details below. (Attach a separate sheet if necessary, then sign and date it.)

Name of Proposed Insured	Details

6. AUTHORIZATIONS AND SIGNATURES:

I understand that New York Life Insurance Company has the right to require additional information and, if necessary, an examination by a physician. I ask New York Life to rely on all such statements made on this form, and any supplements to it, while considering this request. I also understand that the coverage afforded will be in consideration of the answers and statements set forth above.

AUTHORIZATION: I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, laboratory, insurance company, MIB, Inc. ("MIB"), or other organization, institution or person, that has any records or knowledge of me or my health to release information, including prescription drug records, maintained by physicians, pharmacy benefit managers, and other sources of information to New York Life Insurance Company, its reinsurers, its subsidiaries or the plan administrator about the physical and mental health of any persons proposed for insurance, including significant history, findings, diagnosis and treatment, but excluding psychotherapy notes for the purpose of evaluating my application for insurance. Health information obtained will not be re-disclosed without my authorization unless permitted by law, in which case it may not be protected under federal privacy rules. For example, New York Life may be required to provide it to insurance, regulatory, or other government agencies. In this case, the information may no longer be protected by the rules governing your AUTHORIZATION.

A photocopy of this AUTHORIZATION and request form shall be as valid as the original. In all circumstances, my authorized agent or representative, or I may request a copy of this AUTHORIZATION. This AUTHORIZATION may be used for a period of 24 months from the date signed, unless sooner revoked. My revocation will not be effective to the extent that New York Life or any other person already has disclosed or collected information or taken other action in reliance on it, or to the extent that New York Life has a legal right to contest a claim under an insurance certificate or the certificate itself.

By signing and dating this application, the applicant **requests** the insurance indicated; and the applicant and any person proposed for insurance consent to authorize the disclosure of information to and from the providers noted in the IMPORTANT NOTICE, including making a brief report of my protected health information to MIB, Inc.; and **attest** to having read the IMPORTANT NOTICE enclosed and Fraud Notices indicated below including how my information is exchanged with MIB, and that to the best of my knowledge and belief, the answers provided to the questions are true and complete.

Member Signature: _____ Date _____
 (PLEASE SIGN AND DATE IN INK.)

FRAUD NOTICES

FRAUD NOTICE – For Residents of all states except those listed below: 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 may be a crime and may subject such person to criminal and civil penalties.

RESIDENTS OF CO, the following also applies: Any insurance company or agent who defrauds or attempts to defraud an insured shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

RESIDENTS OF AL/AR/LA/RI: 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.

RESIDENTS OF CA: 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 may be a crime and may subject such person to criminal and civil penalties. The falsity of any statement in the application for any policy 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 D.C.: 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 member.

RESIDENTS OF FL: 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.

RESIDENTS OF KS: 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 may be guilty of insurance fraud as determined by a court of law.

RESIDENTS OF MD: 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.

RESIDENTS OF ME: 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.

RESIDENTS OF NJ: WARNING: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

RESIDENTS OF NY: Any person who knowingly and with intent to defraud any insurance company or any 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 civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

RESIDENTS OF PUERTO RICO: Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

RESIDENTS OF OK: 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.

RESIDENTS OF TN/WA: 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.

RESIDENTS OF VA: 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 false or deceptive statements may have violated state law.