



GUARDIAN®

---

Group Number: 00529922

## Jack Byrne Ford Mercury

All Eligible Employees

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

### **PLAN HIGHLIGHTS**

- Dental

### **Questions? Concerns?**

Helpline (888) 600-1600

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

And refer to your plan number: 00529922



# Welcome

Dear Jack Byrne Ford Mercury Employee,

We're pleased to tell you that Guardian will be our dental coverage provider this year. We have chosen Guardian because of its competitive rates, excellent service reputation, and reliable dental claims payment.

Jack Byrne Ford Mercury

**Dental Benefit Summary**

**Group Number:** 00529922

**About Your Dental Plans Benefits:**

A visit to your dentist can help you keep a great smile and prevent many health issues. But dental care can be costly and you can be faced with unforeseen expenses. Did you know, a crown can cost as much as \$1,400<sup>1</sup>? Guardian dental insurance will help you pay for it. With access to one of the largest network of dental providers in the country, who agreed to charge negotiated fees for their services of up to 30% less than average charges in the same community, you will benefit from lower out-of-pocket costs, quality care from screened and reviewed dentist, no claim forms to file, and excellent customer service. Enroll today and smile next time you see your dentist!

<sup>1</sup><http://health.costhelper.com/dental-crown.html>.

With your **PPO** plan, you can visit any dentist; but you pay less out-of-pocket when you choose a PPO dentist. Out-of-network benefits are limited to our PPO fee schedule.

This plan covers the pediatric oral care essential health benefits that are compliant with the Affordable Care Act (ACA) requirements. Guardian will ensure that your dependents under age 19 receive the greater coverage between the traditional benefit and the pediatric essential health benefits. Please refer to "Your Pediatric Health Benefit" page for more details.

<b>Your Dental Plan</b>	<b>PPO</b>	
<b>Your Network is</b>	DentalGuard Preferred	
<b>Calendar year deductible</b>	<i>In-Network</i>	<i>Out-of-Network</i>
Individual	\$25	\$25
Family limit	3 per family	
Waived for	Preventive	Preventive
<b>Charges covered for you (co-insurance)</b>	<i>In-Network</i>	<i>Out-of-Network</i>
Preventive Care	100%	100%
Basic Care	80%	80%
Major Care	50%	50%
Orthodontia	Not Covered	
<b>Annual Maximum Benefit</b>	\$1500	\$1500
<b>Maximum Rollover</b>	Yes	
Rollover Threshold	\$700	
Rollover Amount	\$350	
Rollover In-network Amount	\$500	
Rollover Account Limit	\$1250	
<b>Lifetime Orthodontia Maximum</b>	Not Applicable	
<b>Dependent Age Limits</b>	26	

## A Sample of Services Covered by Your Plan:

		<b>PPO</b>	
		<i>Plan pays (on average)</i>	
		<i>In-network</i>	<i>Out-of-network</i>
Preventive Care	Cleaning (prophylaxis)	100%	100%
	Frequency:	Once Every 6 Months	
	Fluoride Treatments	100%	100%
	Limits:	Under Age 19	
	Oral Exams	100%	100%
	Sealants (per tooth)	100%	100%
	X-rays	100%	100%
Basic Care	Anesthesia*	80%	80%
	Fillings‡	80%	80%
	Perio Surgery	80%	80%
	Periodontal Maintenance	80%	80%
	Frequency:	Once Every 6 Months (Standard)	
	Root Canal	80%	80%
	Scaling & Root Planing (per quadrant)	80%	80%
	Simple Extractions	80%	80%
	Surgical Extractions	80%	80%
	Major Care	Bridges and Dentures	50%
Dental Implants		50%	50%
Inlays, Onlays, Veneers**		50%	50%
Repair & Maintenance of Crowns, Bridges & Dentures		50%	50%
Single Crowns		50%	50%

This is only a partial list of dental services. Your certificate of benefits will show exactly what is covered and excluded. \*\*For PPO and or Indemnity members, Crowns, Inlays, Onlays and Labial Veneers are covered only when needed because of decay or injury or other pathology when the tooth cannot be restored with amalgam or composite filling material. When Orthodontia coverage is for "Child(ren)" only, the orthodontic appliance must be placed prior to the age limit set by your plan; If full-time status is required by your plan in order to remain insured after a certain age; then orthodontic maintenance may continue as long as full-time student status is maintained. If Orthodontia coverage is for "Adults and Child(ren)" this limitation does not apply. The total number of cleanings and periodontal maintenance procedures are combined in a 12 month period. \*General Anesthesia – restrictions apply. ‡For PPO and or Indemnity members, Fillings – restrictions may apply to composite fillings.

*This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.*

### Manage Your Benefits:

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

### Find A Dentist:

Visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com)  
Click on "Find A Provider"; You will need to know your plan, which can be found on the first page of your dental benefit summary.

### Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00529922

**Please call the Guardian Helpline if you need to use your benefits within 30 days of plan effective date.**

## EXCLUSIONS AND LIMITATIONS

- Important Information about Guardian's DentalGuard Indemnity and DentalGuard Preferred Network PPO plans: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments (unless they are expressly provided for), any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic

consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-I-DG2000 et al.

- **PPO and or Indemnity Special Limitation:** Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3-DG2000

**Pediatric Essentials** – As highlighted on the “Dental Plans” page, this plan covers the pediatric oral care essential health benefits that are compliant with the Affordable Care Act (ACA) requirements. Guardian will ensure that your dependents Under Age 19 receive the greater coverage between the traditional benefit and the pediatric essential health benefits.

### Your Dental Plan

Your Network is	DentalGuard Preferred	
<b>Calendar Year Deductible</b>	<i>In-Network</i>	<i>Out-of-Network</i>
Per Insured Child (Orthodontic & Non-Orthodontic)	\$150	\$150
Waived for	Preventive	Not Waived
<b>Charges covered for you (co-insurance)</b>	<i>In-Network</i>	<i>Out-of-Network</i>
Diagnostic & Preventive - Oral Exam, Cleaning, X-rays, Fluoride	70%	70%
Basic Care - Fillings, Stainless Steel Crowns, Extractions	50%	50%
Major Care -Endodontic Services, Crown Restorations	50%	50%
Orthodontia – <b>Medically Necessary Only</b>	50%	50%
<b>Annual Maximum</b>	None	None
<b>Lifetime Orthodontia Maximum</b>	None	None
<b>Out Of Pocket Annual Maximum</b>		
Individual	\$350	Not Applicable
Family	\$700	Not Applicable
<b>Age Limits</b>	Under Age 19	

*This is only a partial list of dental services. Your certificate of benefits will show exactly what is covered and excluded.*

**Medically Necessary Orthodontics** – includes, but may not be limited to, orthodontic treatment of skeletal, dental and/or occlusal conditions due to cleft palate and resulting in severe or handicapping malocclusion. Medically necessary orthodontics does not include orthodontic treatment performed solely for crowded dentitions (crooked teeth), excessive spacing between teeth and/or having horizontal/vertical (overjet/overbite) discrepancies.

**Out of Pocket Annual Maximum** – The Preferred Provider Out of Pocket Annual Maximum will apply each year. Any amount paid for covered pediatric dental services by a Covered Person applies toward satisfaction of the out of pocket maximum. Once the annual out of pocket maximum is reached, Covered Charges for services performed by a Preferred Provider will be reimbursed at 100%.

### Manage Your Benefits:

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

### Find A Dentist:

Visit [www.GuardianAnytime.com](http://www.GuardianAnytime.com)  
Click on “Find A Provider”; You will need to know your plan and dental network, which can be found on the first page of your dental benefit summary.”

### Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00529922

**Please call the Guardian Helpline if you need to use your benefits within 30 days of plan effective date.**

## EXCLUSIONS AND LIMITATIONS

- Important Information about Guardian’s DentalGuard Indemnity and DentalGuard Preferred PPO plans: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles may apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental

treatments (unless they are expressly provided for), any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for preventive, restorative, endodontic, periodontic, and prosthodontic services. GC-EHB-15-NY.

# Dental Maximum Rollover<sup>®</sup>

## Save Your Unused Claims Dollars For When You Need Them Most

Guardian will roll over a portion of your unused annual maximum into your personal Maximum Rollover Account (MRA). If you reach your Plan Annual Maximum in future years, you can use money from your MRA. To qualify for an MRA, you must have a paid claim (not just a visit) and must not have exceeded the paid claims threshold during the benefit year. Your MRA may not exceed the MRA limit. You can view your annual MRA statement detailing your account and those of your dependents on [www.GuardianAnytime.com](http://www.GuardianAnytime.com).

Please note that actual maximum limitations and thresholds vary by plan. Your plan may vary from the one used below as an example to illustrate how the Maximum Rollover functions.

Plan Annual Maximum*	Threshold	Maximum Rollover Amount	In-Network Only Rollover Amount	Maximum Rollover Account Limit
\$1500	\$700	\$350	\$500	\$1250
Maximum claims reimbursement	Claims amount that determines rollover eligibility	Additional dollars added to Plan Annual Maximum for future years	Additional dollars added to Plan Annual Maximum for future years if only in-network providers were used during the benefit year	Plan Annual Maximum plus Maximum Rollover cannot exceed \$2,750 in total

\* If a plan has a different annual maximum for PPO benefits vs. non-PPO benefits, (\$1500 PPO/\$1000 non-PPO for example) the non-PPO maximum determines the Maximum Rollover plan.

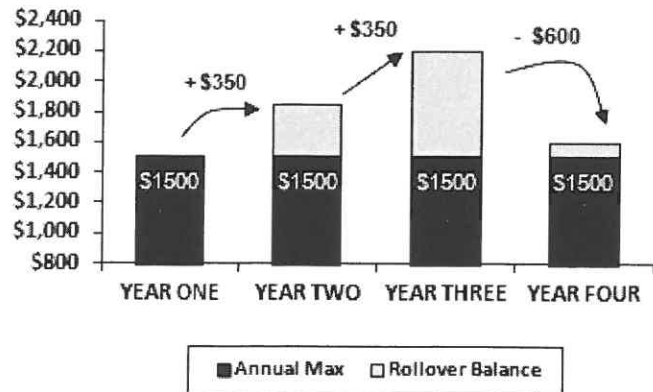
### Here's how the benefits work:

**YEAR ONE:** Jane starts with a \$1,500 Plan Annual Maximum. She submits \$150 in dental claims. Since she did not reach the \$700 Threshold, she receives a \$350 rollover that will be applied to Year Two.

**YEAR TWO:** Jane now has an increased Plan Annual Maximum of \$1,850. This year, she submits \$50 in claims and receives an additional \$350 rollover added to her Plan Annual Maximum.

**YEAR THREE:** Jane now has an increased Plan Annual Maximum of \$2,200. This year, she submits \$2,100 in claims. All claims are paid due to the amount accumulated in her Maximum Rollover Account.

**YEAR FOUR:** Jane's Plan Annual Maximum is \$1,600 (\$1,500 Plan Annual Maximum + \$100 remaining in her Maximum Rollover Account).



For Overview of your Dental Benefits, please see About Your Benefit Section of this Enrollment Booklet.

### NOTES:

You and your insured dependents maintain separate MRAs based on your own claim activity. Each MRA may not exceed the MRA limit.

Cases on either a calendar year or policy year accumulation basis qualify for the Maximum Rollover feature. For calendar year cases with an effective date in October, November or December, the Maximum Rollover feature starts as of the first full benefit year. For example, if a plan starts in November of 2013, the claim activity in 2014 will be used and applied to MRAs for use in 2015.

Under either benefit year set up (calendar year or policy year), Maximum Rollover for new entrants joining with 3 months or less remaining in the benefit year, will not begin until the start of the next full benefit year. Maximum Rollover is deferred for members who have coverage of Major services deferred. For these members, Maximum Rollover starts when coverage of Major services starts, or the start of the next benefit year if 3 months or less remain until the next benefit year. (Actual eligibility timeframe may vary. See your Plan Details for the most accurate information.)

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America or its subsidiaries, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.

Policy Form #GP-1-DG2000, et al.

**THIS PAGE INTENTIONALLY LEFT BLANK**





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

Please print clearly and mark carefully.

Employer Name: <b>Jack Byrne Ford Mercury</b>	Group Plan Number: <b>00529922</b>	Benefits Effective: _____
PLEASE CHECK APPROPRIATE BOX <input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Re-Enrollment <input type="checkbox"/> Add Employee/Dependents <input type="checkbox"/> Drop/Refuse Coverage <input type="checkbox"/> Information Change		
<input type="checkbox"/> Increase Amount <input type="checkbox"/> Family Status Change		

Class: \_\_\_\_\_ Division: \_\_\_\_\_ Subtotal Code: \_\_\_\_\_ (Please obtain this from your Employer)

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

<b>About Your Job:</b>	Hours worked per week: _____	Job Title: _____
Work Status: <input type="checkbox"/> Active <input type="checkbox"/> Retired <input type="checkbox"/> Cobra/State Continuation	Date of full time hire: ____ - ____ - ____	

**About Your Family:** Please include the names of the dependents you wish to enroll for coverage. A dependent is a person who relies on you for financial support. Additional information may be required for non-standard dependents such as a grandchild, a niece or a nephew.

Spouse (First, MI, Last Name)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number ____ - ____ - ____	Date of Birth (mm-dd-yyyy) ____ - ____ - ____
Address/City/State/Zip:			
Phone: ( ) - ____ - ____			
Child/Dependent 1:	<input type="checkbox"/> Add <input type="checkbox"/> Drop Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
Address/City/State/Zip:		Date of Birth (mm-dd-yyyy) ____ - ____ - ____	
Phone: ( ) - ____ - ____			
Child/Dependent 2:	<input type="checkbox"/> Add <input type="checkbox"/> Drop Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
Address/City/State/Zip:		Date of Birth (mm-dd-yyyy) ____ - ____ - ____	
Phone: ( ) - ____ - ____			

Child/Dependent 3: Address/City/State/Zip: Phone: ( ) -	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number ____ - ____ - ____ Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent
Child/Dependent 4: Address/City/State/Zip: Phone: ( ) -	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Social Security Number ____ - ____ - ____ Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent

**Dental Coverage: You must be enrolled to cover your dependents. Check only one box.**

Employee Only    EE & Spouse    EE & Dependent/Child(ren)    EE, Spouse & Dependent/Child(ren)

PPO\*                                               

I do not want this coverage. If you do not want this Dental Coverage, please mark all that apply:

- I am covered under another Dental plan
- My spouse is covered under another Dental plan
- My dependents are covered under another Dental plan

**Signature**

- I understand that my dependent(s) cannot be enrolled for a coverage if I am not enrolled for that coverage.
- Submission of this form does not guarantee coverage. Among other things, coverage is contingent upon underwriting approval and meeting the applicable eligibility requirements as set forth in the applicable benefit booklet.
- If coverage is waived and you later decide to enroll, late entrant penalties may apply. You may also have to provide, at your own expense, proof of each person's insurability. Guardian or its designee has the right to reject your request.
- Plan design limitations and exclusions may apply. For complete details of coverage, please refer to your benefit booklet. State limitations may apply.
- Your coverage will not be effective until approved by a Guardian or its designated underwriter.
- I hereby apply for the group benefit(s) that I have chosen above.
- I understand that I must meet eligibility requirements for all coverages that I have chosen above.
- I agree that my employer may deduct premiums from my pay if they are required for the coverage I have chosen above.
- I acknowledge and consent to receiving electronic copies of insurance related documents, in lieu of paper copies, to the extent permitted by applicable law  
 I voluntarily agree to that arrangement.  I do not agree to that arrangement. I understand that I may change my election by providing Guardian 30 day prior written notice.
- I state that the information provided above is true and correct to the best of my knowledge.

**Any person who 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 purpose of misleading information concerning any fact material hereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil Penalties, or denial of insurance benefits (Does not apply to Life Insurance).**

**The laws of New York require the following statement appear: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. (Does not apply to Life Insurance.)**

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

DATE \_\_\_\_\_

### Fraud Warning Statements

**The laws of several states require the following statements to appear on the enrollment form:**

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

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

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

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

**Delaware, Indiana and Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

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

**Maine, Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

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

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

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

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

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information 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 or denial of insurance benefits.

**Ohio:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

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