



**METROPOLITAN LIFE INSURANCE COMPANY
NEW YORK, NEW YORK**

POLICYHOLDER:

**Group Policy Form No: GPNP12-AX
(Referred to as the "Group Policy")**

**Certificate Form No: GCERT12-AX
(Referred to as the "Certificate")**

GROUP ACCIDENT INSURANCE

**THE CERTIFICATE PROVIDES LIMITED BENEFITS:
THE CERTIFICATE PROVIDES BENEFITS FOR TREATMENT OF
AN ACCIDENTAL INJURY OR SICKNESS IN A HOSPITAL.
BENEFIT AMOUNTS ARE NOT BASED ON ANY MEDICAL
EXPENSES INCURRED. YOU SHOULD HAVE MEDICAL COVERAGE IN FORCE
WHEN YOU ENROLL FOR THIS INSURANCE.**

**THE CERTIFICATE DOES NOT PROVIDE MEDICARE SUPPLEMENT COVERAGE –
IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE GUIDE TO
HEALTH INSURANCE FOR PEOPLE WITH MEDICARE AVAILABLE FROM METLIFE.**

OUTLINE OF COVERAGE

1) READ YOUR CERTIFICATE CAREFULLY

This outline of coverage provides a very brief description of the important features of the group insurance coverage provided by the Group Policy and Certificate. This is not the insurance contract and only the actual provisions of the Group Policy and Certificate under which you have coverage will control. The Certificate sets forth in detail the rights and obligations of both you and MetLife with respect to the coverage. It is, therefore, important that you **READ YOUR CERTIFICATE CAREFULLY!**

2) ACCIDENT INSURANCE

Accident insurance coverage is designed to provide, to persons insured, coverage for certain losses resulting from an Accident ONLY, subject to any limitations contained in the Certificate. The Accident coverage is limited - it primarily provides hospital indemnity benefits in the form of a fixed daily benefit for confinement in a hospital for treatment of: Injuries resulting from an Accident; or, Sickness, subject to any limitations contained in the Certificate.

The Certificate does not provide for reimbursement of any medical expenses.

3) BENEFITS

The terms "You" and "Your" refer to the employee who becomes insured for the group insurance coverage described in this outline. The term "Covered Person" refers to a person for whom insurance is in effect under the Certificate.

Please be aware that the Certificate contains specific conditions, maximums, limitations, exclusions and proof requirements for the benefits described below.

You have a choice of selecting coverage under one of the plans listed below. A schedule of the benefit amounts for each plan is shown.

LOW PLAN

IF YOU SELECT THE LOW PLAN OPTION, THE FOLLOWING BENEFIT AMOUNTS WILL APPLY:

ACCIDENT - HOSPITAL BENEFITS

Benefit

Accident - Hospital Admission Benefit:

Non-ICU Hospital Admission
Intensive Care Unit Admission

\$500
\$1000

Accident - Hospital Confinement Benefit:

Non-ICU Hospital Confinement
Intensive Care Unit Confinement

\$100 per day, up to 365 days per
Covered Person per Accident
\$200 per day, up to 30 days per Covered
Person per Accident

Inpatient Rehabilitation Benefit

\$100 per day, up to 15 days per Covered
Person, per Accident but not to exceed 30
days per calendar year

SICKNESS - HOSPITAL BENEFITS

Sickness - Hospital Admission Benefit:

Non-ICU Hospital Admission
Intensive Care Unit Admission

\$500
\$1000

Sickness - Hospital Confinement Benefit:

Non-ICU Hospital Confinement
Intensive Care Unit Confinement

\$100 per day, up to 365 days per
Covered Person per Sickness
\$200 per day, up to 30 days per Covered
Person per Sickness

HIGH PLAN

IF YOU SELECT THE HIGH PLAN OPTION, THE FOLLOWING BENEFIT AMOUNTS WILL APPLY:

ACCIDENT - HOSPITAL BENEFITS

Benefit

Accident - Hospital Admission Benefit:

Non-ICU Hospital Admission
Intensive Care Unit Admission

\$750
\$1500

Accident - Hospital Confinement Benefit:

Non-ICU Hospital Confinement

Intensive Care Unit Confinement

\$150 per day, up to 365 days per
Covered Person per Accident
\$300 per day, up to 30 days per Covered
Person per Accident

Inpatient Rehabilitation Benefit

\$150 per day, up to 15 days per Covered
Person, per Accident but not to exceed 30
days per calendar year.

SICKNESS - HOSPITAL BENEFITS

Sickness - Hospital Admission Benefit:

Non-ICU Hospital Admission
Intensive Care Unit Admission

\$750
\$1500

Sickness - Hospital Confinement Benefit:

Non-ICU Hospital Confinement

Intensive Care Unit Confinement

\$150 per day, up to 365 days per
Covered Person per Sickness
\$300 per day, up to 30 days per Covered
Person per Sickness

4) DEFINITIONS

Accident means an act or event which:

- is unforeseen, unexpected and unanticipated;
- is definite as to time and place;
- is not a Sickness; and
- occurs while insurance is in effect.

The term Accident includes unavoidable exposure to the elements if such exposure was a direct result of an Accident.

Injury means any bodily harm:

- that results directly from an Accident; and
- is not specifically excluded as set forth in the section of the Certificate titled Accident - Exclusions.

Sickness means:

- a physical illness, physical infirmity or physical disease;
- pregnancy; or
- infection, but not an infection received through an accidental cut or wound.

(Note that for Sickness – Hospital Benefits, routine, vaginal delivery of a child or children or delivery of a child or children by non-emergency Cesarean section are excluded from coverage. See item 5 – “Exclusions” below for details).

5) EXCLUSIONS

Applicable to all Accident Benefits:

We will not pay benefits for any loss for a Covered Person caused by the Covered Person’s Sickness, or the diagnosis or treatment of such Sickness, except for the Covered Person’s use of:

- any drug, medication or sedative that is taken or used as prescribed by a physician; or
- an “over the counter” drug, medication or sedative taken as directed.

We will not pay benefits for any loss for a Covered Person caused or contributed to by:

- the Covered Person’s voluntary use, by any means, of:
 - any drug, medication or sedative, unless it is:
 - taken or used as prescribed by a physician; or
 - an “over the counter” drug, medication or sedative taken as directed;
 - alcohol in combination with any drug, medication, or sedative; or
 - poison, gas, or fumes;
- the Covered Person’s suicide or attempted suicide (while sane or insane);
- the Covered Person’s intentionally self-inflicted injury;
- war, whether declared or undeclared; or act of war;
- the Covered Person’s active participation in an insurrection, rebellion, riot, or terrorist act;
- the Covered Person’s engagement in any activity that constitutes a felony under the laws of the jurisdiction in which the activity occurred;
- the Covered Person’s infection, other than infection occurring in an external wound resulting from an Injury;
- food poisoning;
- the Covered Person’s operation, while intoxicated, of a motor vehicle involved in the incident. For purposes of this exclusion:
 - intoxicated means that the Insured’s blood alcohol level met or exceeded .08%; and
 - motor vehicle means any vehicle that is powered by a motor, including, but not limited to: an automobile; a boat; a motorcycle; a truck; an all terrain vehicle; or a snow mobile;
- dental or plastic surgery for cosmetic purposes, except when such surgery is performed to:
 - treat an Injury;
 - correct a disorder of normal bodily function or structure that was caused by an Injury for which coverage is not otherwise excluded under the Certificate; or
 - reconstruct a part of the body which was disfigured or removed as a result of an Injury for which coverage is not otherwise excluded under the Certificate;
- the Covered Person’s mental illness, or the diagnosis or treatment of such mental illness, except for the Covered Person’s use of:
 - any drug, medication or sedative that is taken or used as prescribed by a physician; or
 - an “over the counter” drug, medication or sedative taken as directed;
- activities required by the Covered Person’s service in the armed forces or any auxiliary unit of the armed forces of any country or international authority;

- the Covered Person's travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight;
- the Covered Person parachuting or otherwise exiting from a motorized or non-motorized aircraft while such aircraft is in flight, except for self-preservation;
- the Covered Person riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- the Covered Person participating in any semi-professional or professional competitive athletic activity for which any type of compensation or remuneration is received; or
- the Covered Person bungee jumping, base jumping, hang gliding, para-kiting, sail-gliding, scuba diving deeper than 130 feet; spelunking; or mountaineering including rock climbing using ropes and any other climbing equipment. For the purposes of this exclusion the term mountaineering does not include backpacking, mountain biking, hiking or trail running.

In addition, we will not pay benefits for:

- a Covered Person while incarcerated in any type of penal or detention facility; or
- any of the following outside of the United States, Canada or Mexico:
 - hospital admission or confinement; or
 - inpatient stay in a rehabilitation facility.

Applicable to Sickness – Hospital Benefits:

We will not pay benefits for any Covered Person's Sickness that is caused or contributed to by:

- the Covered Person's voluntary use, by any means, of:
 - any drug, medication or sedative, unless it is:
 - taken or used as prescribed by a physician; or
 - an "over the counter" drug, medication or sedative taken as directed;
 - alcohol in combination with any drug, medication, or sedative; or
 - poison, gas, or fumes;
- the Covered Person's suicide or attempted suicide (while sane or insane);
- the Covered Person's intentionally self-inflicted injury;
- war, whether declared or undeclared; or act of war;
- the Covered Person's active participation in an insurrection, rebellion, riot, or terrorist act;
- the Covered Person's engagement in any activity that constitutes a felony under the laws of the jurisdiction in which the activity occurred; or
- dental or plastic Surgery for cosmetic purposes, except when such Surgery is performed to:
 - treat a Sickness;
 - correct a disorder of normal bodily function or structure that was caused by a Sickness for which coverage is not otherwise excluded under this Certificate;
 - reconstruct a part of the body which was removed or disfigured as a result of a Sickness for which coverage is not otherwise excluded under this Certificate;
- the Covered Person's mental illness, or the diagnosis or treatment of such illness;
- the Covered Person's alcoholism, drug addiction, chemical dependency or complications thereof;
- activities required by the Covered Person's service in the armed forces or any auxiliary unit of the armed forces of any country or international authority; or
- routine, vaginal delivery of a child or children or delivery of a child or children by non-emergency Cesarean section.

In addition, We will not pay benefits for:

- a Covered Person while incarcerated in any type of penal or detention facility;
- any hospital admission or confinement outside the United States, Canada or Mexico; or
- routine nursing or well baby care for a newborn child.

6) LIMITATIONS

Benefit Reduction Due to Age

A benefit payable with respect a Covered Person will be reduced as described in the table below, based on the Covered Person's Attained Age.

Attained Age means the Covered Person's age:

- on the date of an Accident, for all benefits that become payable because of the Accident; and
- on the date of hospital confinement, for all benefits that become payable under the Sickness – Hospital Benefits provisions.

Attained Age	Reduction Amount
65 to 69	Any benefit payable will be reduced by 25% of the amount listed for that benefit in the Schedule if the Covered Person's Attained Age is 65 to 69. For example, a \$100 benefit, as listed in the Schedule, will be paid at \$75 if the Covered Person's Attained Age is 67.
70 or older	Any benefit payable will be reduced by 50% of the amount listed for that benefit in the Schedule if the Covered Person's Attained Age is 70 or older. For example, a \$100 benefit, as listed on the Schedule, will be paid at \$50 if the Covered Person's Attained Age is 72.

The Benefit Reduction Due to Age does not apply to benefits payable for the Health Screening Benefit.

Preexisting Condition Limitation (Only Applicable to Sickness – Hospital Benefits)

We will not pay any benefits under the Sickness – Hospital Benefits section of the Certificate for Sickness caused by or resulting from a Covered Person's Preexisting Condition if the Sickness occurs during the first 6 months that the Covered Person is insured under the Certificate.

Preexisting Condition means a Sickness for which, in the 3 months before a Covered Person becomes insured under the Certificate:

- medical advice, treatment or care was sought by the Covered Person, or, was recommended by, prescribed by or received from a physician; or
- the Covered Person had symptoms, or any medical or physical conditions that would cause an ordinarily prudent person to seek diagnosis, care or treatment.

If The Covered Person Is Confined in a Hospital For Both Injury And Sickness

If a Covered Person is confined in a hospital for both an Injury and Sickness at the same time, We will only pay benefits under the Accident – Hospital Benefits provisions the Certificate, and not the Sickness – Hospital Benefits provisions. In this case, if the Covered Person exhausts the Accident – Hospital Benefits and remains confined in a hospital for treatment of a Sickness, the Covered Person may still be eligible for the Sickness – Hospital Confinement Benefit.

7) WHEN INSURANCE ENDS

Date Your Insurance Ends

Your insurance will end on the earliest of:

- the date the Group Policy ends;
- the date You die;
- the date insurance ends for Your class;
- the end of the period for which the last full premium has been paid for You;
- the date You cease to be in an eligible class; or
- the date Your employment ends for any reason.

Termination of a Covered Person's insurance will be without prejudice to an existing claim.

8) CONTINUATION OF INSURANCE

Insurance provided under the Certificate may be continued with premium payment in certain situations, as described below. This is referred to as "Continued Insurance". Insurance in effect under the Group Policy for which the group policyholder remits premium is referred to as "Group Billed Insurance".

You may obtain Continued Insurance by making a request in accordance with requirements for such a request if Your Group Billed Insurance ends except as described below.

Continued Insurance is not available if:

- Your Group Billed insurance ends due to Your failure to make a required premium payment; or
- Your insurance ends because the Group Policy ends and, within 30 days of the day that the Group Policy ends, You become eligible for insurance under another policy of group insurance providing similar benefits issued to or provided through the group policyholder.

9) ADMINISTRATION OF INSURANCE

Some services in connection with this insurance may be performed by our third-party administrator(s). This service arrangement in no way alters Metropolitan Life Insurance Company's obligation to you. Services will not be performed by our third-party administrator(s) if prohibited by mutual agreement with a group customer.

10) PREMIUM

Premiums for this insurance are shown in the enclosed materials. Premiums for this coverage are subject to change in accordance with the provisions of the Group Policy.

Group Hospital Indemnity Insurance Disclaimer

I declare that I am actively at work on the date I am enrolling. I understand that if I am not actively at work on the scheduled effective date of insurance, such insurance will not take effect until I return to active work.

I understand that, on the date dependent insurance for a person is scheduled to take effect, the dependent must not be confined at home under a physician's care, receiving or applying for disability benefits from any source, or Hospitalized. If the dependent does not meet this requirement on such date, the insurance will take effect on the date the dependent is no longer confined, receiving or applying for disability benefits from any source, or Hospitalized. **Hospitalized** means admission for inpatient care in a hospital; receipt of care in a hospice facility, intermediate care facility, or long term care facility; or receipt of the following treatment wherever performed: chemotherapy, radiation therapy, or dialysis.

METLIFE'S HOSPITAL INDEMNITY INSURANCE IS A LIMITED BENEFIT GROUP INSURANCE POLICY. The policy is not intended to be a substitute for medical coverage. The policy or its provisions may vary or be unavailable in some states. Like most group accident and health insurance policies, policies offered by MetLife may include waiting periods and contain certain exclusions, limitations and terms for keeping them in force. For complete details of coverage and availability, please refer to the group policy form GPNP12-AX or contact MetLife.

Benefits are underwritten by Metropolitan Life Insurance Company, New York, NY. In certain states, availability of MetLife's Group Hospital Indemnity Insurance is pending regulatory approval.



Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally.

Plan Sponsors and Group Insurance Contract Holders

This privacy notice is for individuals who apply for or obtain our products and services under an employee benefit plan, or group insurance or annuity contract. In this notice, "you" refers to these individuals.

Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

Collecting Your Information

We typically collect your name, address, age, and other relevant information. We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a bank, a legal plans company, and securities broker-dealers. In the future, we may also have affiliates in other businesses.

How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

We may ask for medical information. The Authorization that you sign when you request insurance permits these sources to tell us about you. We may also, at our expense:

- Ask for a medical exam
- Ask for blood and urine tests
- Ask health care providers to give us health data, including information about alcohol or drug abuse

We may also ask a consumer reporting agency for a "consumer report" about you (or anyone else to be insured).

Consumer reports may tell us about a lot of things, including information about:

- Reputation
- Driving record
- Finances
- Work and work history
- Hobbies and dangerous activities

The information may be kept by the consumer reporting agency and later given to others as permitted by law. The agency will give you a copy of the report it provides to us, if you ask the agency and can provide adequate identification. If you write to us and we have asked for a consumer report about you, we will tell you so and give you the name, address and phone number of the consumer reporting agency.

Another source of information is MIB Group, Inc. ("MIB"). It is a non-profit association of life insurance companies. We and our reinsurers may give MIB health or other information about you. If you apply for life or health coverage from another member of MIB, or claim benefits from another member company, MIB will give that company any information that it has about you. If you contact MIB, it will tell you what it knows about you. You have the right to ask MIB to correct its information about you. You may do so by writing to MIB, Inc., 50 Braintree Hill, Suite 400, Braintree, MA 02184-8734, by calling MIB at (866) 692-6901 (TTY (866) 346-3642 for the hearing impaired), or by contacting MIB at www.mib.com.

Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- process claims and other transactions

- perform business research
- market new products to you
- comply with applicable laws
- confirm or correct your information
- help us run our business

Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, a creditor with a lien on your account)
- giving your information to your health care provider
- having a peer review organization evaluate your information, if you have health coverage with us
- those listed in our “Using Your Information” section above

HIPAA

We will not share your health information with any other company – even one of our affiliates – for their own marketing purposes. The Health Insurance Portability and Accountability Act (“HIPAA”) protects your information if you request or purchase dental, vision, long-term care and/or medical insurance from us. HIPAA limits our ability to use and disclose the information that we obtain as a result of your request or purchase of insurance. Information about your rights under HIPAA will be provided to you with any dental, vision, long-term care or medical coverage issued to you.

You may obtain a copy of our HIPAA Privacy Notice by visiting our website at www.MetLife.com. For additional information about your rights under HIPAA; or to have a HIPAA Privacy Notice mailed to you, contact us at HIPAAprivacyAmericasUS@metlife.com, or call us at telephone number (212) 578-0299.

Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably retrievable and within our control. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you anything we learned as part of a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

Questions

We want you to understand how we protect your privacy. If you have any questions about this notice, please contact us. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
 P. O. Box 489
 Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of these MetLife companies:

Metropolitan Life Insurance Company
MetLife Insurance Company of Connecticut
SafeGuard Health Plans, Inc.

MetLife Health Plans, Inc.
General American Life Insurance Company
SafeHealth Life Insurance Company

IMPORTANT NOTICE TO PERSONS ON MEDICARE
THIS INSURANCE DUPLICATES SOME MEDICARE BENEFITS
THIS IS NOT MEDICARE SUPPLEMENT INSURANCE

This insurance provides limited benefits, if you meet the conditions listed in the policy. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

This insurance duplicates Medicare benefits when it pays:

- the benefits stated in the policy and coverage for the same event is provided by Medicare

Medicare generally pays for most or all of these expenses.

Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:

- hospitalization
- physician services
- hospice
- outpatient prescription drugs if you are enrolled in Medicare Part D
- other approved items and services

BEFORE YOU BUY THIS INSURANCE

- √ Check the coverage in all health insurance policies you already have.
- √ For more information about Medicare and Medicare Supplement insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.
- √ For help in understanding your health insurance, contact your state insurance department or state senior insurance counseling program.

Insurance Fraud Warnings

Before signing this enrollment form, please read the warning for the state where you reside and for the state where the contract under which you are applying for coverage was issued.

Alabama, Arkansas, District of Columbia, Louisiana, Massachusetts, New Mexico, Ohio, Rhode Island and 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.

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

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

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files 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.

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 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 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.

New Jersey: Any person who files an application containing any false or misleading information is subject to criminal and civil penalties.

New York (only applies to Accident and Health Benefits): 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.

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.

Oregon and 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.

Puerto Rico: Any person who knowingly and with the intention to defraud includes false information in an application for insurance or files, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

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