

STUDENT ACCIDENT INSURANCE 2025-2026 SCHOOL YEAR

This is a reminder to parents with a child or children **attending** school in our School District that we do not carry medical insurance on students, but do provide parents with the opportunity to select a primary excess group accident insurance plan for students. Student accident medical insurance can help you manage out-of-pocket expenses including personal major medical plan deductibles and/or co-insurance. There are two plans available for your consideration:

- **Plan #1 - School Time Coverage (Accident Only) – Cost \$28 per student** - This plan provides coverage to your child while he or she is on school premises, during school hours/days, attending school sponsored and supervised activities including travel directly without interruption between the student's residence and school/activity with transportation furnished by the school. Coverage is provided from the effective date of the insured student's coverage for which premium has been received by A-G to the end of the regular school term.

Excludes all interscholastic sports.

- **Plan #2 - 24 Hour Coverage (Accident Only) – Cost \$124 per student** - This plan provides around the clock coverage to your child 24 Hours a day, while he or she is in school, at home or away. Coverage is provided from the effective date of the insured student's coverage for which premium has been received by A-G to the opening of the next school term.

Excludes all interscholastic sports.

Please note the described plan designs work in conjunction with any other family medical insurance you may have.

Please refer to the posted Brochure for a complete description of the plans and various coverage options. If you have any questions, please do not hesitate to call A-G Administrators directly at (610) 933-0800 between 8:30 a.m. and 6:00 p.m. EST.

PLEASE DO NOT SEND CASH!! Completed enrollment form (**found on page six of the posted brochure**) must be returned by mail to the below address with your check or money order for the correct premium payable to:

UNITED STATES FIRE INSURANCE COMPANY
c/o A-G Administrators LLC
PO Box 824936
Lock Box # 824936
Philadelphia, PA 19182-4936

DO NOT RETURN THE APPLICATION & PAYMENT TO YOUR STUDENT'S SCHOOL

This insurance may be purchased any time during the 2025-2026 school year. Parents enrolling more than one child must fill out an application for each child/student, write a separate check or obtain a money order for each child/student being enrolled and mail in separate envelopes to the above address. Your cancelled check or money order receipt is your proof of payment. Thank you!

K-12 Voluntary Student Accident Insurance up to \$250,000

2025-2026



Administrative Office
A-G Specialty Insurance LLC
Berwyn, PA USA
Phone (610)933-0800
www.agspecialtyinsurance.com

Plans are Underwritten by
United States Fire Insurance Company

 **FAIRMONT SPECIALTY**
A member of the Crum & Forster Enterprise

K-12 Accident Insurance

Unexpected Accidents Can Happen

This brochure explains how you can help guard against certain unexpected events. Our plans are designed to help supplement any insurance you have by satisfying deductibles or co-insurance requirements, or limiting the possible financial impacts of an injury if you have no other insurance. Remember that the more active your child is, the more valuable this coverage can be.

Choose Your Coverage Plan

24 Hour Coverage (Accident Only) – This plan provides around the clock coverage to your child 24 Hours a day, while he or she is in school, at home or away. Coverage is provided from the effective date of the insured student’s coverage for which premium has been received by A-G to the opening of the next school term. **Excludes all interscholastic sports. (\$124.00)**

School Time Coverage (Accident Only) – This plan provides coverage to your child while he or she is on school premises, during school hours/days, attending school sponsored and supervised activities including travel directly without interruption between the student’s residence and school/activity with transportation furnished by the school. Coverage is provided from the effective date of the insured student’s coverage for which premium has been received by A-G to the end of the regular school term. **Excludes all interscholastic sports. (\$28.00)**

Description of Benefits

Benefit	24 Hour Coverage/School Time Coverage
Benefits provided for all enrolled students of the Policyholder excluding interscholastic sports for whom premium is paid	
Maximum Benefit:	\$250,000
Deductible:	\$0
Benefit Period:	52 Weeks
Hospital Services	
Daily Room & Board: Semi Private Room	100% UCR
Miscellaneous Hospital Services: During hospital confinement	100% UCR (not to exceed \$10,000)
Intensive Care: When confined to a Hospital Intensive Care Unit	100% UCR
Emergency Room Charges: When hospital confinement is not required	\$500 Maximum
Emergency Room Charges: If out-patient surgery is required, the maximum is increased to (The benefits are payable in addition to the X-rays and surgeon's services shown below.)	\$2,500 Maximum
Physician Services	
Surgery: including pre- and post-operative care	100% UCR
Anesthesia:	45% of the Surgery Benefit Paid
Assistant Surgeon:	100% UCR
Doctor's Visit: other than for Physiotherapy or similar treatment not payable in addition to Surgery Benefit	100% UCR
Non-Surgical doctor's charges in the emergency room	100% UCR
Second Surgical Opinion, Consultation and Specialists	100% UCR
Laboratory and X-Ray Services	
(Other than Dental and including fee for interpretation and/or reading of X-rays.)*	\$28 Unit Value
Lab and X-Ray: (when no fracture is demonstrated)	\$700 Maximum
Additional Services	
Physiotherapy or similar treatment: including Diatherm, Ultrasonic, Microtherm, Manipulation, Massage and Heat	\$60/Visit up to 12 Visits Maximum of \$720
Registered Nurse:	100% UCR
Ambulance Transportation: (Ground Only)	100% UCR
Orthopedic Appliances: When ordered by attending physician	\$700 Maximum
Out-Patient Drugs and Medication: Administered in Doctor's office or by prescription	100% UCR
Dental (including X-rays): For treatment, repair or replacement of each injured tooth which was sound and natural at the time of injury	\$300 per tooth
Eyeglasses, Contact Lenses: Replacement of broken glasses and/or frames, contact lenses, resulting from a covered injury	100% UCR
Accidental Death Benefit	\$2,500
Accidental Dismemberment, Loss of Sight	\$20,000
* In accordance with the 1974 Revised California Relative Values Studies, 5 th Addition, using a conversation factor.	

Policy Exclusions

Benefits will not be paid for a Covered Person's loss which:

- (1) Is caused by or results from the Covered Person's own:
 - (a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);
 - (b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - (c) Commission or attempt to commit a felony;
 - (d) Participation in a riot or insurrection;
 - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
 - (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;
- (2) Is caused by or results from:
 - (a) Declared or undeclared war or act of war;
 - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
 - (c) Aviation, except as specifically provided in this Certificate;
 - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
 - (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
 - 1) At the time of the release; or
 - 1) Within 24 hours of the start of the release.

Benefits will not be paid for:

1. Normal health check ups
2. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Certificate, and rendered within 6 months of the Accident;
3. Services or treatment rendered by a doctor, nurse or any other person who is:
 - a. Employed or retained by the Certificateholder; or
 - b. Who is the Covered Person or a member of his immediate family;
4. Charges which:
 - a. The Covered Person would not have to pay if he did not have insurance; or
 - b. Are in excess of Usual, Reasonable and Customary charges.
5. An Injury that is caused by flight in:
 - a. An aircraft, except as a fare-paying passenger;
 - b. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - c. An ultra light, hang-gliding, parachuting or bungi-cord jumping;
6. Travel in or upon:
 - a. A snowmobile;
 - b. Any two or three wheeled motor vehicle;
 - c. Any off-road motorized vehicle not requiring licensing as a motor vehicle;
7. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;

8. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
9. Injury that is:
 - a. The result of the Covered Person being Intoxicated. ("Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs); or
 - a. Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor;
10. Any sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food;
11. An Injury resulting from participation in or practice for non-School sponsored skiing, ice hockey, lacrosse, soccer or football;
12. Practice or play in any sports activity, including travel to and from the activity and practice, unless specifically provided for in this Certificate;
13. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan;
14. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
15. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
16. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
17. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
18. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
19. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
20. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
21. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
22. The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
23. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
24. Services and supplies furnished by a Student Infirmary, its employees, or doctors who work for the School;
25. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits; or
26. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound.
27. Rest cures or custodial care;
28. Prescription medicines unless specifically provided for under the Certificate;
29. Orthopedic appliances which are used mainly to protect an Injury so that a covered student can take part in interscholastic or intercollegiate sports;

How to Enroll

1. Determine which plan of coverage you would like to enroll your child in – **24 Hour Coverage Only) or School Time Coverage**
2. Fill out the Enrollment Form below, enclose a check or money order in an envelope payable to the Company for the correct amount and mail to **A-G Specialty Insurance LLC PO Box 824936 Lock Box # 824936 Philadelphia, PA 19182-4936**
3. Make Checks Payable to **UNITED STATES FIRE INSURANCE COMPANY c/o A-G Specialty Insurance LLC**
4. Return by mail to A-G Specialty Insurance LLC. Your cancelled check or money order stub will be your receipt and confirmation of payment. Please write student's name and school name on your check.

INDIVIDUAL VOLUNTARY STUDENT ENROLLMENT FORM UNITED STATES FIRE INSURANCE COMPANY STUDENT ACCIDENT COVERAGE	
STUDENT'S LAST NAME (one letter per box) <input type="text"/>	Individual Voluntary Student Accident Plans
STUDENTS FIRST NAME <input type="text"/>	
Age: _____ Grade: _____ Phone #: _____	24 HOUR COVERAGE <input type="checkbox"/> \$124.00 per student
Date of Birth: _____ Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>	SCHOOL TIME COVERAGE <input type="checkbox"/> \$28.00 per student
Home Address _____	
City _____ State _____ Zip _____	
Name of School _____	
School District _____	
X _____ Date: _____ Signature of Parent or Guardian (Required)	

Period of Coverage

Persons applying for coverage shall be covered as of the date premium receipt, but in no event prior to the opening of school activities. Coverage ends at the close of the regular school term, except under 24 Hour Coverage, which continues until school reopens for the fall term. You may enroll at any time, but premiums will not be prorated.

Questions and Answers

Q. Is this Policy primary or secondary coverage?

A. This policy is Primary Excess – meaning A-G will pay the first \$100 in valid medical expenses payable without regard to any other valid and collectible insurance plan. Once expenses have exceeded \$100, A-G will make payments in excess of any other valid and collectible insurance.

Q. May we purchase the policy at any time during the year?

A. Yes, coverage may be purchased at any point in time during the school year for your child. However, there is no pro-rating of premium for enrollment that occurs after the policy effective date. The earlier you enroll the more your child will maximize their coverage.

Q. Will this policy pay if our other insurance has a deductible?

A. Yes, this policy does not have deductible. You should submit expenses in excess of \$100 to your other insurance carriers and forward a copy of the itemized bill and explanation of benefits showing the amount of the deductible.

How to File a Claim

1. Obtain an accident claim form through your school office or A-G Specialty Insurance LLC. Please answer all questions and provide all necessary signatures.
2. Attach all itemized bill(s) and any explanation of benefits to the claim form and mail or fax to the Administrator's Address indicated on the claim form.
3. Claims for benefits must be filed within 90 days from the date of accident. Only one claim form is needed per accident.

Important Note

This brochure is a summary of the insurance plan as specified in the policy form (BA-50000P-USF) on file with the School. This brochure is subject to the terms and conditions of the Policy, which contains all benefits, limitations and exclusions as underwritten by United States Fire Insurance Company. In the event of a discrepancy, the Policy with prevail.

A-G Specialty Insurance is Now the Claims Administrator for the NCAA PEI [Learn More](#)



Welcome to A-G Claims

Here When You Need Us

Reliable Customer Service, delivered.

A-G Claims

Here When You Need Us

We strive to excel at both customer service and administering customized sports insurance programs. Everything current clients require can be found here

from the A-G customer service team.

[Submit a Claim](#)

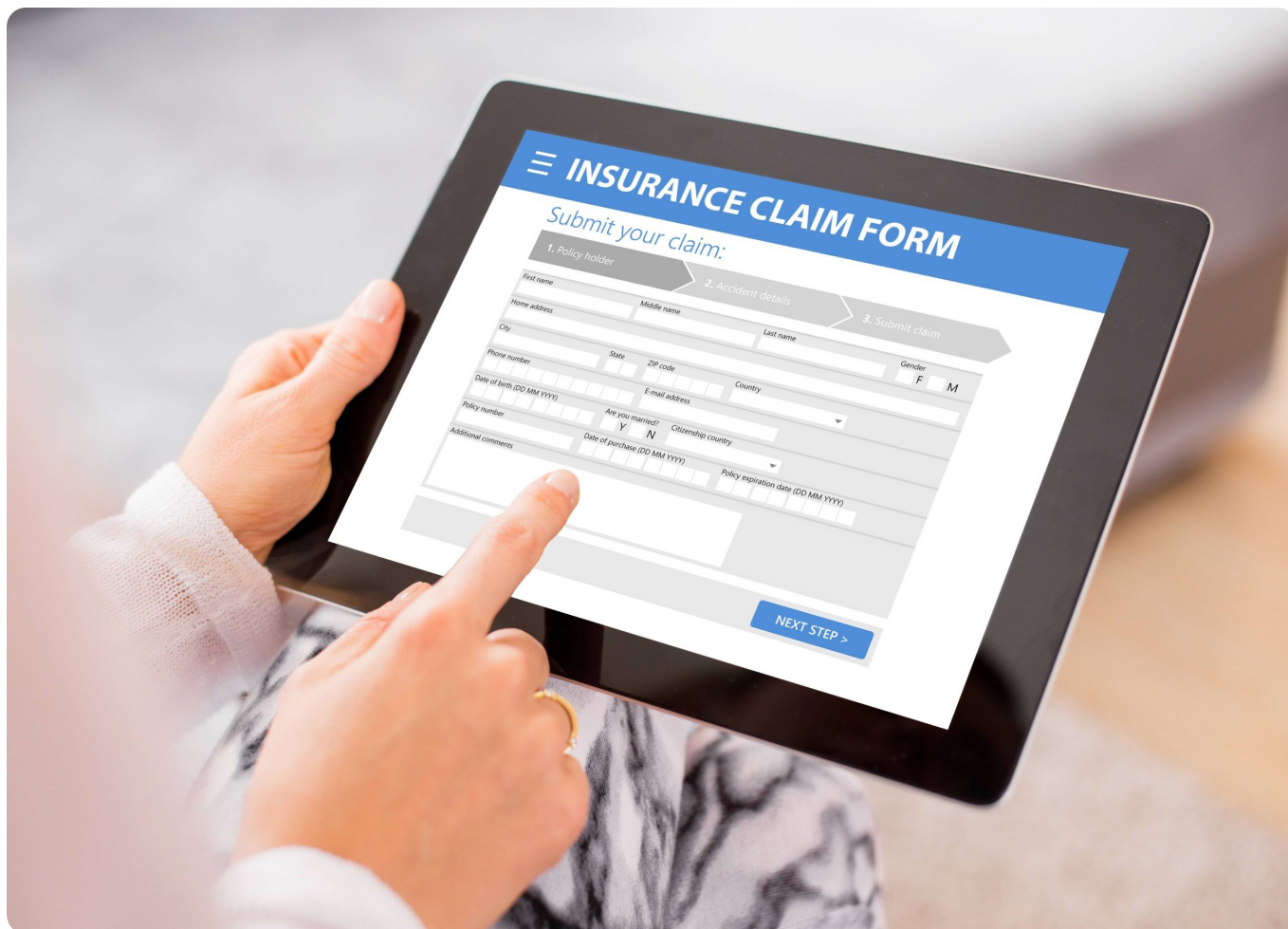
[Check Claim Status](#)

Partner Spotlight



Claims Process

3 Steps to Process a Claim



Step 1

Claim Form

The claim form enables A-G Specialty Insurance to start the process for the treatment of injury. To avoid delays in claim processing please be sure the “other insurance” portion of the claim form is completed in full. The claim form must be signed by an organization’s official such as an administrator, coach or athletic trainer. [CLAIM FORMS ARE AVAILABLE HERE →](#)

Step 2

Itemized Bills

A-G Specialty Insurance requires all provider invoices that apply to the injury. Please include copies of all medical bills, showing the name and address of the provider of service, date of service, type of service and charges. We typically require a CMS-1500 (HICF) or UB04 form from the provider (they will know what these are). Account statements or “balance due” statements are helpful, but do not contain all the information needed to process the charges. To view a



Step 3

Explanation of Benefits

Explanation of Benefits defines coverages from other health insurance providers. If you have other medical insurance, all medical bills must be first submitted to that carrier for their determination of eligibility. If the charges are not paid in full by the other medical insurance carrier, A-G Specialty Insurance will need to see that carrier's EOB prior to considering eligibility for benefits. If you have no primary medical insurance, the need for an "EOB" will not be applicable to your claim.

A-G Claims Stats



K-12 STUDENT

ACCIDENT CLAIM FORM

Please complete and submit to A-G Administrators with itemized medical bills **AND primary insurance explanation of benefits.**

Send all claim forms and documents using our secure upload portal: upload.agadministrators.com
Alternatively, submit documents to claims@agadm.com.

For **questions**, however, please contact A-G Administrators: customerservice@agadm.com.

YOUR INFORMATION

First Name: _____ Last Name: _____
Title: _____ School/Organization Name: _____
Email Address: _____ Phone Number: _____

POLICYHOLDER INFORMATION

Policyholder (School): _____
School Address: _____
STREET CITY STATE, ZIP

STUDENT INFORMATION

Student's Name: _____
FIRST NAME MIDDLE INITIAL LAST NAME
Date of Birth: _____ Sex: M F Social Security #: _____
Student's Phone Number (or Parent's if minor): _____
Student's EMAIL (or Parent's if minor): _____
Student's Home Address: _____
STREET CITY STATE, ZIP

ACCIDENT INFORMATION

Circumstance: Game Practice Conditioning Other (Please explain in Nature of Injury section.)
Type of Activity: Club Sport Intramural Interscholastic Non-Athletic
Activity/Sport (if athletic related): _____ Accident Date: _____
Body Part Injured: _____ Place of Accident: _____
Nature of Injury (Details of what happened.): _____

INSURANCE INFORMATION

Does the claimant have primary insurance? Yes No (Attach separate documents if necessary.)
Insurance Company Name: _____
Insurance Company Address: _____
STREET CITY STATE, ZIP
Policy Number: _____ ID#: _____
Is the student eligible for Medicaid or TriCare Benefits? ___ YES ___ NO
If yes, please file for benefits under the Student Accident Plan before submitting expenses to Medicaid or TriCare.

AUTHORIZATION

AFFIDAVIT: I verify that the statement on other insurance is accurate and complete. I understand that the intentional furnishing of incorrect information via the U.S. Mail may be fraudulent and violate federal laws as well as state laws. I agree that if it is determined at a later date that there are other insurance benefits collectible on this claim I will reimburse A-G Administrators to the extent for which A-G Administrators would not have been liable.

AUTHORIZATION TO RELEASE INFORMATION: I authorize any Health Care Provider, Doctor, Medical Professional, Medical Facility, Insurance Company, Person or Organization to release any information regarding medical, dental, mental, alcohol or drug abuse history, treatment or benefits payable, including disability or employment related information concerning the patient, to A-G Administrators and its designees.

PAYMENT AUTHORIZATION: I authorize all current and future medical benefits, for services rendered and billed as a result of this claim, to be made payable to the physicians and providers indicated on the invoices.

WARNING: New York: 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.

SCHOOL OFFICIAL SIGNATURE

DATE

PARENT / GUARDIAN SIGNATURE

DATE

FRAUD WARNING: Any person who, knowingly and with intent to defraud, or helps commit a fraud against, any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits or may be committing a fraudulent insurance act, which is a crime and subjects such person to criminal and/or civil penalties.

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.

Alaska: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

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

Arkansas and Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is subject to criminal and civil penalties, 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 for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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

Idaho and Indiana: Any person who knowingly and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information (for Idaho) is guilty of and (for Indiana) commits a felony. Idaho and Indiana: Any person who knowingly and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information (for Idaho) is guilty of and (for Indiana) commits a felony.

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 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.

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.

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 RSA 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.

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

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: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material hereto, may be subject to prosecution for 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.

Puerto Rico: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. If aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

Texas: 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