



Western & Southern Life

A member of Western & Southern Financial Group

400 Broadway, Cincinnati, OH 45202-3341, 1-800-926-1315

Death Benefit Claim – Life

Please print all information in black or blue ink AND return all completed pages.

CLAIM # (Internal Use Only)

POLICY NUMBER

POLICY NUMBER

POLICY NUMBER

1. DECEASED INFORMATION

NAME (First, Middle, Last)

ALSO KNOWN AS (OTHER NAMES: MAIDEN NAME, HYPHENATED NAME, NICKNAME, DERIVATIVE OF FIRST AND/OR MIDDLE NAME, OR AN ALIAS)

STREET ADDRESS

CITY

STATE

ZIP

DATE OF DEATH (MM/DD/YYYY)

AGE AT DEATH

MARITAL STATUS

☐

Married

☐

Divorced

☐

Widowed

☐

Single

MANNER OF DEATH

☐

Natural

☐

Unknown

☐

Accident

☐

Suicide

☐

Homicide

Did the insured die in a foreign country?

☐

Yes

☐

No

If yes, where?

A Foreign Death Questionnaire will be required for a foreign death.

2. BENEFICIARY INFORMATION

NAME (First, Middle, Last) or ENTITY NAME (Full Legal Name)

ALSO KNOWN AS (OTHER NAMES: MAIDEN NAME, HYPHENATED NAME, NICKNAME, DERIVATIVE OF FIRST AND/OR MIDDLE NAME, OR AN ALIAS)

RELATIONSHIP TO DECEASED

STREET ADDRESS (No PO Box)

CITY

STATE

ZIP

MAILING ADDRESS (if different from above)

CITY

STATE

ZIP

DATE OF BIRTH (MM/DD/YYYY)

AGE*

SOCIAL SECURITY/TAX IDENTIFICATION NUMBER

TELEPHONE NUMBER (include area code)

EMAIL (Beneficiary)

* IF THE BENEFICIARY IS A MINOR, SUBMIT A COPY OF CURRENT LETTERS OF CONSERVATORSHIP OR GUARDIANSHIP OF THE ESTATE OF THE MINOR.

As used herein, "Western & Southern Life" shall refer to both The Western and Southern Life Insurance Company and its wholly owned subsidiary, Western-Southern Life Assurance Company.



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2. BENEFICIARY INFORMATION (Continued)

Will the policy proceeds be assigned to a funeral home, mortuary, chapel or cemetery?

☐ Yes☐ No

If yes, please list the policies assigned, company name and the amount assigned in the Additional Remarks section.

If no, or UNCHECKED, we will proceed with the claim as NO ASSIGNMENT.

3. ADDITIONAL REMARKS

4. PAYMENT ELECTION (Please choose *ONLY* one of the following options and complete the designated section)

An important function of Western & Southern Life Insurance Company (Western & Southern Life) is not only providing proceeds at the death of an insured, but also providing various options under which the proceeds may be distributed. The beneficiary may elect from the following options:

☐ **Lump Sum Payment as a Check** (Must complete sections 1-6) – A single, one-time check for the entire policy proceeds will be delivered to your address on record with Western & Southern Life.

☐ **Lump Sum Payment to W&S Life Account** - This option is available for amounts totaling \$10,000 or higher per beneficiary. (Must complete sections 1-8)

Entire contract proceeds, which you are entitled, will be transferred to a W&S Life Account in your name. W&S Life Accounts reside with Western & Southern Life but are administered by The Northern Trust Company. Your account balance would earn interest at a rate of 0.10%.*

Please see the W&S Life Account Informational brochure for important information about this option. The W&S Life Account option is not available to beneficiaries who reside in any state or jurisdiction which does not permit settlement under the W&S Life Account. Upon election of this settlement option, all other settlement options under your contract will not be preserved (unless otherwise required by law). **Your account balances are not FDIC insured, but may be within coverage provided under your State Guaranty Association. State Guaranty Association coverage and limits on coverage vary. Please contact the National Organization of Life and Health Insurance Guaranty Associations (www.nolhga.com) or contact your State Guaranty Association to learn more. Kansas residents please see the attached disclaimer regarding the state guaranty association. For beneficiaries in the state of Louisiana, the contact information is 1702 N 3rd St, Baton Rouge, LA 70802, telephone number (225) 342-5900.**

☐ I would like to elect one of the settlement options below. Policy proceeds will be held by Western & Southern Life on your behalf and will earn interest**.

☐ **Interest Income (Interest Payments)** (Must complete sections 1-6 and 8)
Interest earned will be paid in regular intervals - monthly, quarterly, semi-annual or annual. Also, the proceeds are available for full or partial withdrawals or can be applied to another option, at any time.

PAYMENT INTERVALS

☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

Elections continued on next page.

*The interest earned each year will be reported to the Internal Revenue Service. Northern Trust will provide you with a 1099 form at the beginning of each year. Interest rate is current as of the printing of this form. Interest rate is subject to change. If you have questions regarding your Western & Southern Life Account, please call 1-800-343-2551.

** The interest rates for settlement options are listed in the policy. If you need additional information concerning the interest rate, please let us know.



NAME OF DECEASED

CLAIM # (Internal Use Only)

POLICY NUMBER

POLICY NUMBER

POLICY NUMBER

4. PAYMENT ELECTION Continued

- ☐ **Interest Accumulation** (Must complete sections 1-6 and 8) Policy proceeds will be held by Western & Southern Life on your behalf and will earn interest. Interest earned will be added to total policy proceeds and continue to earn interest. At any time, the proceeds would be available for full or partial withdrawals or applied to another option.
- ☐ **Installment Income (Fixed Period/Fixed Amount)** (Must complete sections 1-6 and 8) Payments will be made in installments as specified by you (monthly, quarterly, semi-annual, annual) for a specific number of years (5-30) or for a specific amount. Once this option is established, it cannot be changed. The unpaid portion of proceeds will earn interest. All periods may not be available depending on your age, tax status and any guarantees in the policy.
- ☐ **Fixed Period:** An income desired for _____ years.
- ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual
- OR**
- ☐ **Fixed Amount:** Amount of income desired \$_____.
- ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual
- ☐ **Life Income With a Period Certain** (Must complete sections 1-6 and 8) The proceeds and interest are used to provide an income for your lifetime. A period certain can be elected, and if you should die within the period certain, the remainder of the proceeds would be payable to whomever you designate as beneficiary. Period certain are 10, 15 and 20 years. Once this option is established, your payment option cannot be changed for the balance of the period certain. Unpaid portions of the proceeds will earn interest.
- A monthly life income with ☐ 10 years certain ☐ 15 years certain ☐ 20 years certain
- ☐ **Life Income No Refund - paid monthly** (Must complete sections 1-6) The proceeds and interest are used to provide an income for your lifetime with payments stopping at your death. No payments are due after your death and Western & Southern Life has no further obligation to your estate or any other person. Once this option is established, your payment option cannot be changed. The taxable amount will be based on the proceeds applied to this option and your life expectancy.

The policy on the insured may include additional options not listed on this form. If you want to inquire whether additional options exist, please contact us by calling 1-800-926-1315.

If the Owner chooses one of the settlement options listed above prior to the death of the Insured, you may not select a different option. Your choice of settlement options may be affected by the amount payable. Minimum amounts are required for some settlement options. See settlement options in the policy for further information. If you have any questions regarding the W&S Life Account or other settlement options, including the current interest rates, you may call 1-800-926-1315.

Please Note:

- (a) In the event you fail to expressly elect any option above, you shall receive payment by way of a lump sum payment as a check.
- (b) Your election regarding the payment of policy proceeds may have various tax implications and you may wish to consult an attorney or tax advisor regarding your elections.
- (c) If you elect a settlement option other than a lump sum payment, you may need to complete additional forms which will be provided to you promptly upon our receipt of this form.



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5. PRIVACY PRACTICES

Western & Southern will collect information you have entered on this form. We will use this information to help us offer you products or services to help meet your needs, and for other legally permissible purposes. Please visit our Privacy Policy Statement for more information about our information practices including information about your choices: <http://www.westernsouthern.com/privacy-policy>.

6. CERTIFICATION

The undersigned certifies that (a) the information provided, including any documents submitted in support of the claim, is true, correct and complete; (b) he, she or it (in the case of an entity) is named as a beneficiary under the policies specified above; (c) if applicable, he, she or it is the duly appointed and acting personal representative of the estate to which the policy proceeds are payable; (d) if applicable, he, she or they are fully authorized to sign on behalf of the legal entity named as beneficiary; (e) the right to the receipt of the proceeds has not been assigned to any third party and, if the undersigned beneficiary is an individual, he or she has not filed for bankruptcy nor are their rights as beneficiary subject to any pending proceeding (including a divorce or bankruptcy) or court order.

The undersigned acknowledges that he or she has received and read the attached **Fraud Warning Disclosures, Privacy Policy Statement** and any other attachments.

The Internal Revenue Service requires us to request your Social Security number and Backup Withholding information. We (and other firms that pay interest) may have to withhold, and send to the IRS on your behalf, 24% of any interest you may be entitled to, unless we have your correct Social Security number, and you state that you have not been notified that you are subject to an IRS Backup Withholding Order on interest and dividends.

Certification

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- (2) I am not subject to backup withholding because: (a) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (b) the IRS has notified me that I am no longer subject to backup withholding; and
- (3) I am a U.S. Citizen or other U.S. person (namely, an individual who is a U.S. Citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate) or a domestic trust); and
- (4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA report is correct.

Certification Instructions – You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

A signature on this document transmitted via facsimile or electronically shall have the same force and effect as an original signature. This document, if transmitted to us electronically or via facsimile, shall have the same force and effect as the original document and, when received by us, shall be the controlling record.

Print Name _____
BENEFICIARY (if legal entity, see below)

Date _____

Sign Here _____
SIGNATURE OF BENEFICIARY

If legal entity, please complete the following:

FULL ENTITY NAME _____

☐ Estate ☐ Trust ☐ Corporation ☐ Partnership ☐ Limited Liability Partnership (LLP) ☐ Limited Liability Company (LLC)

Print Name _____
(if Entity, include title)

Date _____

Sign Here _____

Print Name _____
(if Entity, include title)

Date _____

Sign Here _____

Representatives of legal entities must provide appropriate documentation of authority to sign on behalf of the entity.



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7. LIFE ACCOUNT INFORMATION AND AUTHORIZATION (926)

This section is only required to be completed if the beneficiary has elected to receive payment via a W&S Life Account.

NAME (First, Middle, Last)

TELEPHONE NUMBER (Include area code)

STREET ADDRESS (No PO Box)

CITY

STATE

ZIP

MAILING ADDRESS (if different from above)

CITY

STATE

ZIP

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY/TAX IDENTIFICATION NUMBER

Authorization & Acknowledgment:

I have reviewed and fully understand the payment options to which I am entitled as a beneficiary under the policies listed above.

I hereby **authorize Western & Southern Life to establish a W&S Life Account in my name**. I understand that this form serves as a signature card when drafts written on my W&S Life Account are processed.

I understand my W&S Life Account will be an interest-bearing account and that the **rate of such interest is subject to change**.

I acknowledge that my account will be administered by The Northern Trust Company on behalf of Western & Southern Life.

I understand that I have the right to designate a beneficiary for the W&S Life Account. If I choose not to designate a beneficiary, the balance of the account will be payable to my estate upon my death.

I acknowledge that upon receipt of my W&S Life Account draft book, I will have the right to withdraw all or a portion of the funds in my account at any time (minimum draft amount of \$250 applies).

I acknowledge that I **have received the W&S Life Account Informational Brochure** detailing the terms and conditions of the W&S Life Account and by signing below, I **agree to all such terms and conditions**.

I understand that **my W&S Life Account balance will not be insured by the Federal Deposit Insurance Corporation (FDIC)**. I acknowledge that my W&S Life Account **will** be guaranteed by Western & Southern Life.

I authorize Western & Southern Life, or its authorized representatives to use or disclose my personal information as stated in its Privacy Policy Statement, including, but not limited to, the following: (1) administer claims, and (2) conduct other legally permissible activities. See link to Privacy Policy Statement in Privacy Practices Section.

Print Name _____
ACCOUNT OWNER

Date _____

Sign Here _____
SIGNATURE OF ACCOUNT OWNER

**Important Information about the
USA PATRIOT ACT**

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT ACT, which requires banks, including our processing agent, The Northern Trust Company, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank.

This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.



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8. NEW BENEFICIARY DESIGNATION

NAME (First, Middle, Last)

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY/TAX IDENTIFICATION NUMBER

RELATIONSHIP TO YOU

TELEPHONE NUMBER (include area code)

EMAIL

ADDRESS

CITY

STATE

ZIP

BENEFICIARY TYPE

☐ Primary ☐ Contingent

PERCENTAGE

%

NAME (First, Middle, Last)

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY/TAX IDENTIFICATION NUMBER

RELATIONSHIP TO YOU

TELEPHONE NUMBER (include area code)

EMAIL

ADDRESS

CITY

STATE

ZIP

BENEFICIARY TYPE

☐ Primary ☐ Contingent

PERCENTAGE

%



FACTS		WHAT DOES WESTERN & SOUTHERN FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">• Social Security number and address• Account balances and transaction history• Assets, income, and credit history		
How?	All financial companies need to share customers' personal information to run their everyday business and provide applicable products and services. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Western & Southern Financial Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Western & Southern Financial Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes—to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness		Yes	Yes
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		No	We don't share.
To limit our sharing of the applicable items above	<ul style="list-style-type: none">• Call (866) 590-1349 and follow the instructions provided <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice to you. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing of the applicable items above.</p>		
Questions?	Call (800) 926-1702		

Who we are	
Who is providing this notice?	Companies owned by Western & Southern Financial Group, Inc. A list of companies is located at the end of this notice.
What we do	
How does Western & Southern Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Except as authorized by you in writing, we limit access to your information to those who need it to do their jobs or service your account.
How does Western & Southern Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Give us your contact information • Open an account • Provide account information • Purchase products or services from us • Seek advice about your investments <p>We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your credit worthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may provide you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the Western & Southern name;</i> financial companies such as The Western and Southern Life Insurance Company, Western-Southern Life Assurance Company, Western & Southern Agency, Inc., W&S Brokerage Services, Inc., W&S Wealth Solutions, Inc., W&S Advisory Services, LLC, Columbus Life Insurance Company, The Lafayette Life Insurance Company, The Lafayette Life Insurance Agency, Inc. Gerber Life Insurance Company, Gerber Life Agency, LLC, Integrity Life Insurance Company, National Integrity Life Insurance Company, W&S Financial Group Distributors, Inc., IFS Financial Services, Inc., Touchstone Securities, Inc., Touchstone Advisors, Inc., Fort Washington Investment Advisors, Inc., Eagle Realty Capital Partners, LLC, Eagle Realty Group, LLC and Fabric Technologies, Inc.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>We do not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include other financial service companies, such as banks.

Other important information

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

For California residents: In accordance with California law, we will not share information we collect about you except as permitted by California law. This may include: for our everyday business purposes, for marketing our products and services to you, and as permitted by law or otherwise authorized by you, including, for example, to service your account. We limit sharing among our affiliates to the extent required by California law. Types of information we collect, in addition to what is described in this notice, may include, but is not limited to: financial information, demographic information, medical information, and employment information. We do not sell your information, nor do we share information with nonaffiliate companies. Per the California Consumer Privacy Act and the California Privacy Rights Act, you have the right to: access your personal information that is collected, request that we delete your personal information pursuant to this Act, request information about how your information is shared and what it is used for, know with what third parties your information is shared, request correction of inaccurate personal information, and opt-out of the sharing of your personal information. To exercise any of these rights, you may visit our website at <https://www.westernsouthern.com/privacy-request> or call customer service to submit a request. For additional information regarding our privacy policies, visit our website at <https://www.westernsouthern.com/privacy-policy> or call (800) 926-1702.

For Vermont residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. For additional information concerning our privacy policies, visit our website at <https://www.westernsouthern.com/privacy-policy> or call (800) 926-1702.

For Nevada residents: This notice is provided to you pursuant to state law. We may contact you by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department by telephoning (866) 590-1349. Nevada state law requires us to provide you with the following contact information: You may contact the Nevada Attorney General for more information about your opt out rights by calling 702-486-3132, emailing aginfo@ag.nv.gov, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection, 100 North Carson Street, Carson City, NV 89701-4717.

For insurance customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NM, NC, ND, OH, OR, and VA only: The term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with others, including insurance-support organizations, insurance regulatory authorities, law enforcement, and consumer reporting agencies, without your prior authorization as permitted or required by law. Information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

For more information on our use of Artificial Intelligence please visit <https://www.westernsouthern.com/privacy-policy>.

Who is providing this notice?

The Western & Southern Financial Group, Inc. member companies are Columbus Life Insurance Company, The Western and Southern Life Insurance Company, Western-Southern Life Assurance Company, The Lafayette Life Insurance Company, The Lafayette Life Insurance Agency, Inc., Gerber Life Agency, LLC, Integrity Life Insurance Company, National Integrity Life Insurance Company, W&S Financial Group Distributors, Inc., IFS Financial Services, Inc., Touchstone Securities, Inc., Touchstone Advisors, Inc., Western & Southern Agency, Inc., W&S Brokerage Services, Inc., W&S Wealth Solutions, Inc., W&S Advisory Services, LLC, Eagle Realty Capital Partners, LLC, and Eagle Realty Group, LLC.

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Fraud Warning Notices

Please read the fraud warning for your state.

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: A person who knowingly and with intent to injure, defraud, or deceive any 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: 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.

California: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state 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.

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 or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Idaho: 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 is guilty of a felony.

Indiana: A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information 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: 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 (as in original) guilty of a crime and may be subject to fines and confinement in prison.

Maine: 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 NH 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.



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.

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 willfully or intentionally submits a claim with misstatements, misrepresentations, omissions or concealments with intent to knowingly defraud an insurer, 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.

Rhode Island: 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.

Tennessee: 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.

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.

Virginia: 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 A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED THE STATE LAW.

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 include imprisonment, fines, and denial of insurance benefits.

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.

All other states: 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.

