



# A Delta Dental Benefits Solution

For Kent County Levy Court  
EFFECTIVE DATE: July 1, 2018

Employee/Retiree Dental Insurance  
(Self-insured plan)

Delta Dental of Delaware  
One Delta Drive  
Mechanicsburg, PA 17055

[deltadentalins.com](http://deltadentalins.com)

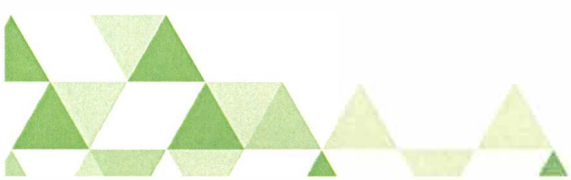
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 DELTA DENTAL®



## Plans and Rates

### Kent County Levy Court

Delta Dental PPO		Program A - Plan 1		
		Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non-Delta Dental Dentist
<b>Maximum Contract Allowance</b>		PPO Contracted Fees	Premier Contracted Fees	Premier Contracted Fees
<b>Benefits</b>				
Diagnostic & Preventive		100%	100%	100%
Sealants		100%	100%	100%
Space Maintainers		100%	100%	100%
Basic Restorative		80%	80%	80%
Oral Surgery		80%	80%	80%
Simple Extractions		80%	80%	80%
Endodontics		80%	80%	80%
Surgical Periodontics		80%	80%	80%
Non-Surgical Periodontics		80%	80%	80%
Major Restorative		80%	80%	80%
Prosthodontics-Fixed & removable		50%	50%	50%
Denture Repair and Relining		80%	80%	80%
Implants		Not Covered	Not Covered	Not Covered
Orthodontics - Child		Not Covered	Not Covered	Not Covered
Orthodontics - Adult		Not Covered	Not Covered	Not Covered
TMJ		Not Covered	Not Covered	Not Covered
<b>Deductible</b>				
Per Patient / Calendar year		\$0	\$0	\$0
Per Family / Calendar year		\$0	\$0	\$0
<b>Maximums</b>				
Per Patient / Calendar year		\$1500	\$1500	\$1500
Lifetime Ortho maximum/ Patient		Not Covered	Not Covered	Not Covered
<b>Waiting Periods (Calculated from each primary enrollee's effective date in a dental program as reported by the employer)</b>				
Oral Surgery, Endo, Perio		NA	NA	NA
Orthodontics		NA	NA	NA
Major Restorative, Prosthodontics		NA	NA	NA
<b>Contract Type</b>	<b>ASC (Self-funded)</b>			
<b>Contract Term</b>	07/01/2018 to 06/30/2021			
		<b>Guaranteed</b>		
<b>Rate Effective Dates</b>	<b>From</b>	07/01/2018		
	<b>To</b>	06/30/2021		
PEPM		\$3.44		
The above rates include \$0.00 PEPM broker commission.				
Created Date: 03/13/2018. The above rates are not valid unless accompanied by the provisions in the attached pages.				

## Assumptions and Guidelines

Kent County Levy Court

Program A - Plan 1

The rates quoted in this proposal are based on the information provided to Delta Dental at the time the proposal was released. This proposal is not a contract. If the group wishes to sign a contract with Delta Dental, it will be required to complete and sign a Group Application. Delta Dental's acceptance of a completed Group Application will be based on verification of group enrollment specifications.

If during the Contract Term any new or increased tax, assessment or fee is imposed on the amounts payable to or by Delta Dental under this Contract or any immediately preceding contract between Delta Dental and Contractholder, the Premium amount will be increased by the amount of any such new or increased tax, assessment or fee by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

### **Maximum Contract Allowance**

Contracted dentists are paid directly by Delta Dental and by agreement cannot bill the enrollee more than their contracted fee. Non-contracted dentists may not always accept Delta Dental's program allowance as payment in full. The enrollee is responsible for paying up to the non-contracted dentist's submitted charge.

Benefit payments for services rendered by non-contracted dentists are sent directly to the enrollee. It is the enrollee's responsibility to pay the non-contracted dentist.

### **Self-Funded Contract**

Delta Dental performs all the usual administrative functions without assuming any portion of the risk.

### **Rate Guarantee**

Rates are valid if purchased by the proposed effective date of 7/1/18. Delta Dental recommends 90 day advance notice for implementation.

### **Contribution and Participation**

Rates assume current employer contributions toward the cost of coverage for all eligible employees. Rates assume that there will be a minimum enrollment of 330 primary enrollees.

### **Eligibility**

Eligible employees may enroll on the first day of the month following completion of the employer's required eligibility period. Eligible employees who decline dental coverage may elect to enroll at the next open enrollment. The same requirements also apply for dependent coverage. Primary enrollees electing dependent coverage must enroll all eligible dependents in the dental program. Eligibility for employees and dependents is subject to all state laws or regulatory requirements. Enrollees eligible for optional continuation of group benefits under the Consolidated Omnibus Reconciliation Act of 1986 (COBRA) may continue coverage as allowed by law.

### **Limitations and Exclusions**

The proposed plan will be administered under Delta Dental's benefits, limitations and exclusions.

### **Deductibles and Maximums**

Deductible and maximum amounts for in network and out of network are inclusive of each other and not in addition to.

### **Single Dental Carrier**

It is assumed that Delta Dental is to be the only dental carrier and that all primary enrollees (and their dependent enrollees) will be covered under our plan(s).

**Additional Benefits for Pregnancy**

Pregnant enrollees are eligible for a benefit enhancement consisting of one additional oral evaluation and either one additional prophylaxis or one periodontal scaling/root planning procedure.

**Missing Teeth**

Restorative treatment and replacement of teeth extracted prior to the effective date are covered benefits.

**Takeover**

Takeover of deductibles and maximums is included.

**Additional Information**

Disclaimer: The proposed plan designs are based on the current limitations and exclusions, processing policies, and contract specifications.

## Standard Limitations – Delta Dental PPO & Delta Dental Premier plans

1. Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called “Optional Services”. Optional Services also include the use of specialized techniques instead of standard procedures. Examples of Optional Services:

- A composite restoration instead of an amalgam restoration on posterior teeth;
- A crown where a filling would restore the tooth;
- An inlay/onlay instead of an amalgam restoration; or
- Porcelain, resin or similar materials for crowns placed on a maxillary second or third molar, or on any mandibular molar (an allowance will be made for a porcelain fused to high noble metal crown).

If an enrollee receives Optional Services, an alternate benefit will be allowed, which means Delta Dental will base benefits on the lower cost of the customary service or standard practice instead of on the higher cost of the Optional Service. The enrollee will be responsible for the difference between the higher cost of the Optional Service and the lower cost of the customary service or standard procedure.

2. Delta Dental will pay for oral examinations (except after-hour exams and exams for observation) and cleanings (including periodontal cleanings in the presence of inflamed gums or any combination thereof) no more than twice in a calendar year. A full mouth debridement is allowed once in a lifetime and counts toward the cleaning frequency in the year provided. Note that periodontal cleanings, procedure codes that include periodontal cleanings and full mouth debridement are standardly covered as a Basic benefit, and routine cleanings are standardly covered as a Diagnostic and Preventive benefit.

3. X-ray limitations:

- Delta Dental will limit the total reimbursable amount to the provider's Accepted Fee for a complete intraoral series when the fees for any combination of intraoral x-rays in a single treatment series meet or exceed the Accepted Fee for a complete intraoral series.
- When a panoramic film is submitted with supplemental film(s), Delta Dental will limit the total reimbursable amount to the provider's Accepted Fee for a complete intraoral series.
- If a panoramic film is taken in conjunction with an intraoral complete series, Delta Dental considers the panoramic film to be included in the complete series.
- A complete intraoral series and panoramic film are each limited to once every 60 months.
- Bitewing x-rays are limited to two times in a calendar year when provided to enrollees under age 18 and one time each calendar year for enrollees age 18 and over. Bitewings of any type are disallowed within 12 months of a full mouth series unless warranted by special circumstances.

4. Topical application of fluoride solutions is limited to enrollees to age 19 and no more than twice in a calendar year.

5. Space maintainer limitations:

- Space maintainers are limited to the initial appliance and are a benefit for an enrollee to age 14.
  - Recementation of space maintainer is limited to once per lifetime.
  - The removal of a fixed space maintainer is considered to be included in the fee for the space maintainer; however, an exception is made if the removal is performed by a different provider/provider's office.
6. Pulp vitality tests are allowed once per day when definitive treatment is not performed.
  7. Cephalometric x-rays, oral/facial photographic images and diagnostic casts are covered once per lifetime only when orthodontic services are covered. If orthodontic services are covered, see limitations as age limits may apply.
  8. Sealants are limited as follows:
    - To permanent first molars through age eight and to permanent second molars through age 15 if they are without caries (decay) or restorations on the occlusal surface.
    - Do not include repair or replacement of a sealant on any tooth within 24 months of its application.
  9. Specialist consultations, screenings of patients, and assessments of patients are limited to once per lifetime per provider and count toward the oral exam frequency.
  10. Delta Dental will not cover replacement of an amalgam or resin-based composite restorations (fillings) or prefabricated resin and stainless steel crowns within 24 months of treatment if the service is provided by the same provider/provider office. Replacement restorations within 24 months are included in the fee for the original restoration.
  11. Stainless steel crowns are allowed on baby (deciduous) teeth and permanent teeth up to age 16.
  12. Therapeutic pulpotomy is limited to once per lifetime for baby (deciduous) teeth only and is considered palliative treatment for permanent teeth.
  13. Root canal therapy and pulpal therapy (resorbable filling) are limited to once in a lifetime. Retreatment of root canal therapy by the same provider/provider office within 24 months is considered part of the original procedure.
  14. Apexification is only benefited on permanent teeth with incomplete root canal development or for the repair of a perforation. Apexification visits have a lifetime limit per tooth of one initial visit, four interim visits and one final visit to age 19.
  15. Retreatment of apical surgery by the same provider/provider office within 24 months is considered part of the original procedure.
  16. Pin retention is covered not more than once in any 24-month period.
  17. Palliative treatment is covered per visit, not per tooth, and the fee includes all treatment provided other than required x-rays or select Diagnostic procedures.
  18. Periodontal limitations:
    - Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period.
    - Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing.

- Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants.
  - If in the same quadrant, scaling and root planing must be performed at least six weeks prior to the periodontal surgery.
  - Cleanings (regular and periodontal) and full mouth debridement are subject to a 30-day wait following periodontal scaling and root planing if performed by the same provider office.
19. Oral surgery services are covered once in a lifetime except removal of cysts and lesions and incision and drainage procedures, which are covered once in the same day.
  20. The following oral surgery procedure is limited to age 19: transseptal fiberotomy/supra crestal fiberotomy, by report.
  21. The following oral surgery procedures are limited to age 19 (or orthodontic limiting age) provided orthodontic services are covered: surgical access of an unerupted tooth, placement of device to facilitate eruption of impacted tooth, and surgical repositioning of teeth.
  22. Crowns and inlays/onlays are limited to enrollees age 12 and older and are covered not more often than once in any 60-month period except when Delta Dental determines the existing crown or inlay/onlay is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.
  23. When an alternate benefit of an amalgam is allowed for inlays/ onlays, they are limited to enrollees age 12 and older and are covered not more than once in any 60-month period.
  24. Core buildup, including any pins, are covered not more than once in any 60-month period.
  25. Post and core services are covered not more than once in any 60-month period.
  26. Crown repairs are covered not more than twice in any 60-month period.
  27. Denture repairs are covered not more than once in any six-month period except for fixed denture repairs which are covered not more than twice in any 60-month period.
  28. Prosthodontic appliances (including implants and/or implant supported prosthetics\*) that were provided under any Delta Dental plan will be replaced only after 60 months have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Fixed prosthodontic appliances are limited to enrollees age 16 and older. Replacement of a prosthodontic appliance (and/or implant supported prosthesis\*) not provided under a Delta Dental plan will be made if Delta Dental determines it is unsatisfactory and cannot be made satisfactory.
- \*Applicable if implants are indicated as covered on the proposed plan design: Diagnostic and treatment facilitating aids for implants are considered a part of, and included in, the fees for the definitive treatment. Delta Dental's payment for implant removal is limited to one for each implant during the enrollee's lifetime whether provided under Delta Dental or any other dental care plan.
29. When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a benefit.

30. Recementation of crowns, inlays/onlays or bridges is included in the fee for the crown, inlay/onlay or bridge when performed by the same provider/provider office within six months of the initial placement. After six months, payment will be limited to one recementation in a lifetime by the same provider/provider office.
31. Delta Dental limits payment for dentures to a standard partial or complete denture (enrollee coinsurances apply). A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post-delivery care including any adjustments and relines for the first six months after placement.
  - Denture rebase is limited to one per arch in a 24-month period and includes any relining and adjustments for six months following placement.
  - Dentures, removable partial dentures and relines include adjustments for six months following installation. After the initial six months of an adjustment or reline, adjustments are limited to two per arch in a calendar year and relining is limited to one per arch in a six-month period.
  - Tissue conditioning is limited to two per arch in a 12-month period. However, tissue conditioning is not allowed as a separate benefit when performed on the same day as a denture, reline or rebase service.
  - Recementation of fixed partial dentures is limited to once in a lifetime.

### Standard Exclusions – Delta Dental PPO & Delta Dental Premier plans

Delta Dental does not pay benefits for:

1. Treatment of injuries or illness covered by workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.
2. Cosmetic surgery or procedures for purely cosmetic reasons.
3. Maxillofacial prosthetics.
4. Provisional and/or temporary restorations (except an interim removable partial denture to replace extracted anterior permanent teeth during the healing period for children 16 years of age or under).
5. Services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to newborn children for medically diagnosed congenital defects or birth abnormalities.
6. Treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting, complete occlusal adjustments or night guards/occlusal guards and abfraction.
7. Any single procedure provided prior to the date the enrollee became eligible for services under this plan.
8. Prescribed drugs, medication, pain killers, antimicrobial agents, or experimental/investigational procedures.



9. Charges for anesthesia, other than general anesthesia and IV sedation administered by a provider in connection with covered oral surgery or selected endodontic and periodontal surgical procedures.
10. Extraoral grafts (grafting of tissues from outside the mouth to oral tissues).
11. Laboratory processed crowns for enrollees under age 12.
12. Fixed bridges and removable partials for enrollees under age 16.
13. Interim implants.
14. Indirectly fabricated resin-based inlays/onlays.
15. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the provider for treatment in any such facility.
16. Treatment by someone other than a provider or a person who by law may work under a provider's direct supervision.
17. Charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, x-ray duplications, cancer screening, tobacco counseling or broken appointments.
18. Dental practice administrative services including, but not limited to, preparation of claims, any non-treatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.
19. Procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.
20. Any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for benefits provided under the Contract, will be the responsibility of the enrollee and not a covered benefit.
21. Deductibles, amounts over plan maximums and/or any service not covered under the dental plan.
22. Services covered under the dental plan but exceed benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.
23. Services for orthodontic treatment (treatment of malocclusion of teeth and/or jaws), unless otherwise indicated as covered on the proposed plan design.
24. Services for any disturbance of the Temporomandibular (jaw) Joints (TMJ) or associated musculature, nerves and other tissues, unless otherwise indicated as covered on the proposed plan design.
25. Endodontic endosseous implant.
26. Implants and related services, unless otherwise indicated as covered on the proposed plan design.

Limitations and exclusions may vary depending on the benefits selected and state regulation

**SUBSCRIBER INFORMATION**

1. Policyholder / Subscriber Name (Last, First, Middle Initial, Suffix), Address, City, State, ZIP Code

2. Date of Birth (MMDDCCYY) 3. Gender  M  F 4. Policyholder / Subscriber ID (SSN or ID#)

5. Plan or Group Number 6. Employer Name

**PATIENT INFORMATION**

7. Relationship to Policyholder/Subscriber in #1 Above  
 Self  Spouse  Dependent Child  Other

8. Patient Name (Last, First, Middle Initial, Suffix), Address, City, State, ZIP Code

9. Date of Birth (MMDDCCYY) 10. Gender  M  F 11. Patient ID/Account # (Assigned by Dentist)

12. Remarks

**TRANSACTION AND PREDETERMINATION INFORMATION**

13. Type of Transaction (Mark all Applicable Boxes)  
 Statement of Actual Services  Request for Predetermination/Pre-treatment Estimate  
 EPSDT/ Title XIX  Encounter

14. Predetermination/ Pre-treatment Estimate Number

**TREATMENT INFORMATION**

15. Treatment Resulting From  
 Occupational Illness/injury  Auto accident  Other accident

16. Date of Accident (MMDDCCYY) 17. Auto Accident State

18. Place of Treatment  
 Provider's Office  Hospital  ECF  Other

19. Number of Enclosures (00 to 99)  
 Radiograph(s) Oral Image(s) Model(s)

20. Is Treatment for Orthodontics?  
 No (Skip 21-22)  Yes (Complete 21-22)

21. Date Appliance Placed (MMDDCCYY)

22. Months of Treatment Remaining 23. Replacement of Prosthesis?  
 No  Yes (Complete 44)

24. Date of Prior Placement (MMDDCCYY)

**OTHER INSURANCE COVERAGE**

25. Other Coverage?  None  Dental (Complete 26-32)  Medical (Complete 26-32)

26. Name of Other Coverage Policyholder / Subscriber (Last, First, Middle Initial, Suffix)

27. Date of Birth (MMDDCCYY) 28. Gender  M  F 29. Policyholder / Subscriber ID (SSN or ID#)

30. Plan or Group Number 31. Patient's Relationship to Person Named in #26  
 Self  Spouse  Dependent  Other

32. Other Insurance Company / Dental Benefit Plan Name, Address, City, State, ZIP Code

33. Diagnosis Codes A. B. C. D.

**RECORD OF SERVICES PROVIDED**

	34. Procedure Date (MMDDCCYY)	35. Area of Oral Cavity	36. Tooth Number(s) or Letter(s)	37. Tooth Surface	38. Quantity	39. Procedure Code	40. Diagnosis Pointer (A, B, etc.)	41. Description	42. Fee
1									
2									
3									
4									
5									
6									
7									
8									

44. (Place an 'X' on each missing tooth)	Permanent																Primary											43. Total Fee
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	A	B	C	D	E	F	G	H	I	J	K	
	32	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	T	S	R	Q	P	O	N	M	L	K		

**AUTHORIZATION - RELEASE OF INFORMATION**

45. I have been informed of the treatment plan and associated fees. I agree to be responsible for all charges for dental services and materials not paid by my dental benefit plan, unless prohibited by law, or the treating dentist or dental practice has a contractual agreement with my plan prohibiting all or a portion of such charges. To the extent permitted by law, I consent to your use and disclosure of my protected health information to carry out payment activities in connection with this claim.

X \_\_\_\_\_  
 Patient/Guardian signature Date

**BILLING DENTIST OR DENTAL ENTITY**

47. Dentist or Entity Name, Address, City, State, ZIP Code

48. NPI

49. License Number 50. SSN or TIN

51. Phone Number 52. Additional Provider ID

**AUTHORIZATION - ASSIGNMENT OF BENEFITS**

46. I hereby authorize and direct payment of the dental benefits otherwise payable to me, directly to the below named dentist or dental entity

X \_\_\_\_\_  
 Subscriber signature Date

**TREATING DENTIST AND TREATMENT LOCATION INFORMATION**

53. I hereby certify that the procedures as indicated by date are in progress (for procedures that require multiple visits) or have been completed

X \_\_\_\_\_  
 Signed (Treating Dentist) Date

54. Treatment Location Address, City, State, ZIP Code -----

55. NPI

56. License Number 57. Provider Specialty Code

58. Phone Number 59. Additional Provider ID

## Claim Form Disclosure

### You may be subject to civil and criminal penalties for knowingly providing false or misleading information.

**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 an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under this title. **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 for 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 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 insurance company files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Hawaii:** For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both. **Idaho:** Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony. **Indiana:** Any person who knowingly, and with intent to defraud an insurer, files a statement of claim containing false, incomplete or misleading information commits a felony. **Kansas:** Any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete or misleading information may be guilty of a criminal act punishable under law and may be subject to civil penalties. **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 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 is 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 purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **Maryland:** Any person who knowingly and willfully presents a false or fraudulent claim for payment for a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **Minnesota:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime. **New Hampshire:** Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in R.S.A. 638.20. **New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to civil and criminal 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 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 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 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. **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 to defraud presents false information in an insurance application or, who presents helps or has a fraudulent claim presented for the payment of a loss or other benefit, or presents more than one claim for the same loss or damage, will incur in a felony and if convicted, will be sanctioned for each violation with a fine of no less than five thousand (\$5,000) dollars or no more than ten thousand (\$10,000) dollars or imprisonment by the fixed term of three years, or both punishments. With aggravating circumstances the fixed term of the punishment could go up to five (5) years; with mitigating circumstances the punishment could be reduced to a minimum of two (2) years. **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 purposes of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **Utah:** Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison. **Virginia:** 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. **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.