

# **MESSER**

---

## **Financial Group**

**800-745-7189**

M-F 7:00 AM - 5:00 PM PST  
P.O. Box 7048  
Orange, CA 92863-7048

*You've made the decision to  
join Messer Financial Group.*

*Have you looked at our E&O  
plan?*



### ***Program Highlights:***

- Coverage available for Property & Casualty Insurance Sales.
- Basic Network Security Breach & Privacy Coverage included.
- Optional expanded Network Security Breach & Privacy available
- New rates for individuals through \$1M in revenue.
- Enrollment available for multi-producer agencies.
- Fast, easy-to-obtain coverage through online enrollment.
- Certificates of Insurance issued immediately.
- Installment plans are available online using your credit card or ACH (Debit to Checking).
- Underwritten by an A+ rated carrier.
- Knowledgeable Customer Care Staff: 800-745-7189.

**Enroll Online Today at:**  
**[www.calsurance.com/MFG](http://www.calsurance.com/MFG)**

Should you have questions about this program, please call or email us at:  
**Phone: (800) 745-7189 or [Email: info@calsurance.com](mailto:info@calsurance.com)**

# Messer Financial Group

## Errors & Omissions Insurance Outline of Coverage

**Sponsoring Company:** Messer Financial Group

**Underwritten by:** Arch Insurance Company  
Rated: A+ (Superior) XV A.M. Best\*

\*The information obtained from A.M. best date March 11, 2024 is not in any way CalSurance Associates' warranty or guaranty of the financial stability of the insurer in question, and that the information is current only as of the date of the publication.

**Master Policy Period:** 4/1/2025 to 4/1/2026 but operates on rolling effective dates. Coverage expires 12 months after effective date.

**Policy Number:** CAP0064733-05

### **Risk Purchasing Group Membership:**

By applying for this insurance, agents are applying for membership in the Financial Sales Professionals Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901et seq.). There is no additional charge for this membership.

### **Limits of Liability (no policy aggregate):**

\$1,000,000 Each Claim  
\$1,000,000 Aggregate each Agent; or  
\$1,000,000 Each Claim  
\$3,000,000 Aggregate each Agent; or  
\$2,000,000 Each Claim  
\$2,000,000 Aggregate each Agent

**Defense Costs:** Outside the Limits, capped at \$1,000,000. After \$1,000,000 in Defense Costs are reached, Defense Costs will erode the limits available for Damages

### **Deductibles: (applies to Damages & Defense Costs)**

\$500 each Claim each Agent for products of Messer Financial Group  
\$1,500 each Claim each Agent for all other approved products

### **Insureds:**

1. An Agent affiliated with Messer Financial Group who have enrolled in the program and paid their premium;
2. A corporation, partnership or other business entity owned and controlled by an Agent but solely with respect to the liability of such organization as it arises out of the Agent rendering or failing to render Professional Services;
3. An employee acting in his or her capacity as such and on behalf of an Agent but solely with respect to liability of such employee as it arises out of the Agent rendering or failing to render Professional Services;
4. Heirs, executors, administrators or legal representatives of an Agent in event of death, incapacity or bankruptcy; and

### **Professional Services:**

1. The solicitation, sale or servicing of:

**Level I:** Life Insurance (other than Variable Life Insurance products), Accident & Health Insurance, Long Term Care Insurance, Workers' Compensation Insurance as part of a 24-hour Accident, Health Insurance Product, Disability Income Insurance, or Medicare Supplemental Insurance.

**Level II:** Level I + Fixed and Equity Indexed Annuities

**Optional:** Property and Casualty Insurance (additional premium applies);

2. The solicitation, sale or administration of employee benefit plans, other than MEWA's, including group plans, group or ordinary pension or profit sharing plans, retirement annuities, and life, accident and health or disability plans;
3. Financial planning, advice and consultation solely in connection with any of the products listed in paragraph 1 and 2 above.
4. Services as a Notary Public.

### **Network Security Breach and Privacy Coverage:**

\$25,000 Security & Privacy  
\$10,000 Crisis Management  
\$10,000 Credit Monitoring  
\$10,000 Data Restoration  
\$5,000 Deductible per Claim  
\$250,000 Total Policy Aggregate

### **Subpoena Expense Coverage:**

\$10,000 is the most the insurer will pay for all such legal expenses per policy period.

### **Retroactive Date/Prior Acts:**

Retroactive Date means the inception date of the Agent's first claims-made life insurance agents professional liability policy from which date coverage has been maintained in force without interruption.

### **Extended Reporting Period (ERP):**

If an agent's contract with all affiliated companies of Messer Financial Group, Inc. terminates for any reason, coverage will cease as of date of termination. A 90 day ERP is provided to Insured Agents whose contract becomes terminated during the policy year.

A One-year automatic ERP is provided to Insured Agents whose contract becomes terminated during the policy year, as long as not for disciplinary reasons, at no additional premium charge. Coverage is limited to Messer Financial Group Carrier's products.

A Two-year automatic ERP is provided to Insured Agents who become retired, disabled or deceased during the policy year at no additional premium charge.

If such termination is in conjunction with retirement, disability or death, the following ERP options are available for purchase. ERP must be purchased within 60 days of termination of agent contract. Optional ERP shall be in addition to any automatic ERP described above:

- 3 year at 200% of expiring annual premium;
- 5 year at 300% of expiring annual premium; or
- Unlimited at 400% of expiring annual premium.

### **Program Administration:**

CalSurance Associates  
A Division of Brown & Brown Program Insurance Services, Inc.  
California License Number: 0B02587  
Phone: (800) 745-7189

### **Claims Administration:**

Lancer Claim Services  
A Division of Brown & Brown Program Insurance Services, Inc.  
Email: FirstReports@lancerclaims.com

Please review the policy and program materials. A complete copy of the specimen policy is available by calling 800-745-7189 or by visiting [www.calsurance.com/mfg](http://www.calsurance.com/mfg). This document is a summary of the coverage provided. All statements contained herein are subject to all terms, conditions and exclusions of the actual policy. In all circumstances the actual policy language will prevail.

## *Messer Financial Group*

### *Errors & Omissions Insurance Outline of Coverage*

#### **Exclusions (including, but not limited to):**

This Policy does not apply to any Claim:

- A. based upon, arising out of or in any way involving any fact, circumstance or situation which has been the subject of any written notice given under any policy of which this Policy is a direct or indirect renewal or replacement or which preceded this Policy;
- B. based upon, arising out of or in any way involving any act, error or omission occurring prior to the date of the Agent's initial enrollment as an Insured under this Policy or a previously issued policy by the Insurer if on the date of initial enrollment the Agent had knowledge of any act, error or omission which could reasonably be expected to result in a Claim;
- C. based upon, arising out of or in any way involving any prior or pending litigation against any Insured filed on or before the inception date of this Policy or under any other policy of which this Policy is a renewal, whichever is earlier, or the same or substantially the same fact, circumstance or situation underlying or alleged therein;
- D. based upon, arising out of or in any way involving any dishonest, fraudulent, criminal, malicious or purposeful act, error or omission committed by or at the direction of an Insured; however, notwithstanding the foregoing, the Insured shall be afforded a defense, subject to the terms of this Policy, until the allegations are subsequently proven by a final adjudication. In such event, the Insured shall reimburse the Insurer for all Defense Costs incurred by the Insurer;
- E. based upon, arising out of or in any way involving an Insured gaining, in fact, any profit, remuneration or pecuniary advantage to which the Insured was not legally entitled;
- F. based upon, arising out of or in any way involving a willful violation of the rules or regulations of the National Association of Securities Dealers, Securities and Exchange Commission, Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, or the Investment Advisors Act of 1940 and any amendments thereto, or of any state securities statute or state regulatory agency;
- G. based upon, arising out of or in any way involving any commingling of or improper use of client funds;
- H. based upon, arising out of or in any way involving investment products partially or totally owned by the Insured;
- I. based upon, arising out of or in any way involving bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property, including loss of use thereof; However, this exclusion shall not apply to Claims resulting from Professional Services;
- J. based upon, arising out of or in any way involving discrimination as defined by federal, state or local statute, regulation, law or ordinance;
- K. based upon, arising out of or in any way involving the liability of others assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured even in the absence of such agreement;
- L. based upon, arising out of or in any way involving any pension, profit sharing, health and welfare, or other employee benefit plan or trust sponsored by the Insured as an employer;
- M. based upon, arising out of or in any way involving any professional services performed by the Insured as an actuary, accountant, attorney, real estate agent or real estate broker or third party claims administrator (unless purchased for additional premium); however, this Exclusion shall not apply to tax advice incidental to the sale of products listed in Section III. M. 1 and 2;
- N. based upon, arising out of or in any way involving insolvency, receivership, conservatorship, liquidation, bankruptcy, inability or refusal to pay of any organization, entity or vehicle of any kind, nature or structure in which the Insured has placed, recommended to be placed or obtained coverage or in which an Insured has placed or recommended to be placed the funds of a client or account; however, this Exclusion shall not apply if such organization, entity or vehicle is an insurance company that was rated B++ at the time the Insured placed, recommended to be placed or obtained such coverage for a client in such insurance company or in which an Insured has placed such funds of a client or account;
- O. based upon, arising out of or in any way involving the Insured's inability or refusal to pay or collect premium, claim or tax monies;
- P. brought or maintained, directly or indirectly, by or on behalf of :
  1. an Insured, however, this Exclusion shall not apply to a Claim covered under Section 1. B;
  2. any insurance company or Broker/Dealer;
  3. any insurance agent or broker;
  4. any individual or entity that is not a client of an Insured; however, this Exclusion shall not apply to a Claim brought by an individual or entity who is an alleged beneficiary or heir, executor or administrator of a deceased client of an Insured;
  5. any enterprise that owns, operates, controls or manages an Insured;
  6. an enterprise which an Insured owns, operates, controls or manages; or
  7. any governmental or quasi-governmental official or agency in any capacity, including but not limited to the Securities and Exchange Commission, National Association of Securities Dealers, the Securities Investor Protection Corporation, or any state or federal securities or insurance commission or agency; however, this Exclusion shall not apply to a Claim brought by or on behalf of such official or entity in its capacity as a client of an Insured;
- Q. based upon, arising out of or in any way involving the use of confidential information by an Insured, including but not limited to such use for the purpose of replacement of coverage;

Please review the policy and program materials. A complete copy of the specimen policy is available by calling 800-745-7189 or by visiting [www.calsurance.com/mfg](http://www.calsurance.com/mfg). This document is a summary of the coverage provided. All statements contained herein are subject to all terms, conditions and exclusions of the actual policy. In all circumstances the actual policy language will prevail.

## *Messer Financial Group*

### *Errors & Omissions Insurance Outline of Coverage*

#### *Exclusions (including, but not limited to): (continued)*

- R. based upon, arising out of or in any way involving the placement of a client's coverage or funds directly or indirectly with any organization, entity or vehicle of any kind, nature or structure which is not licensed to do business in the state or jurisdiction with authority to regulate such business; however, this Exclusion shall not apply to any Claim arising from or contributed to by the placement of a client's coverage or funds directly or indirectly with such organization, entity or vehicle which is an eligible surplus lines insurer in the state or jurisdiction with authority to regulate such business;
- S. based upon, arising out of or in any way involving the offering, sale or servicing of structured settlements; however, this Exclusion shall not apply to a Claim arising out of the selling or servicing of the underlying covered product;
- T. based upon, arising out of or in any way involving the ownership, formation, operation, or administration of a health maintenance organization, preferred provider organization, captive, risk retention group, self-insurance program or purchasing group, however this exclusion will not apply to a self or level funded program provided there is stop loss in place at all times with carriers rated B++ or better;
- U. based upon, arising out of or in any way involving the placement of coverage with a Multiple Employer Welfare Arrangement;
- V. Based solely upon a loss alleged to have been sustained through fluctuation in market value of any security;
- W. based upon, arising out of or in any way involving any Securities (other than variable annuities, variable life insurance and mutual funds) that were not authorized or approved by the Broker/Dealer subsidiary of the Sponsoring Company or Securities that were not processed through the Broker/Dealer subsidiary of the Sponsoring Company
- X. based upon, arising out of or in any way involving:
1. any function of an Insured as a specialist or market maker for any Securities;
  2. an Insured failing to make a market for any Securities; or
  3. the purchase, sale or failure to purchase or sell Securities when the Insured is a specialist or market maker for such Securities;
- Y. based upon, arising out of or in any way involving any activities in connection with any equity securities priced under five dollars (\$5.00) at the time of purchase; however, this Exclusion shall not apply if the security is: (1) registered or approved for authorization upon notice of issuance on a national exchange; (2) authorized or approved for authorization upon notice of issuance, for quotation in the NASDAQ system; or (3) issued by an investment company registered under the Investment Company Act of 1940 and any amendments thereto. For the purposes of this Exclusion, any equity security which is listed on the NASDAQ bulletin board or pink sheets shall not be considered approved for authorization upon notice of issuance for quotation in the NASDAQ system.
- Z. based upon, arising out of or in any way involving the purchase, sale or the giving of advice regarding promissory notes, viatical or life settlements or any Security backed by viatical settlements, commodities, commodity future contracts, or option contracts other than covered call options; or
- AA. based upon, arising out of or in any way involving the purchase, sale, or the giving of advice regarding "junk bonds" or "high yield bonds". For purposes of this Exclusion, "junk bonds" or "high yield bonds" shall mean bonds which, at the time of purchase or sale were unrated or rated as below investment grade by any rating agency (including but limited to Moody's rated bonds of Ba or lower or S&P rated bonds of BB or lower);
- BB. based upon, arising out of or in any way involving any Professional Services in which a life insurance policy premium was paid for, in whole or in part, by or through any premium finance mechanism or any premium finance company;
- CC. based upon, arising out of or in any way involving, in whole or in part, the solicitation, sale, servicing, recommendation, advice, consultation and/or financial planning with respect to investments, offerings, purported loans, advances, income streams, products, contracts and/or agreements of any type or nature issued or provided by Future Income Payments, LLC and/or any affiliated or related company, organization or entity, including, but not limited to:
- FIP LLC;  
Cash Flow Investment Partners LLC  
Pension Advance LLC  
BuySellAnnuity LLC  
Cash Flow Investment Partners East LLC;  
Cash Flow Investment Partners MidEast LLC;  
Lumpsum Pension Advance Atlantic LLC'  
Lumpsum Pension Advance Southeast, LLC'  
Lumpsum Pension Advance West LLC;  
PAS California LLC;  
PAS Great Lakes LLC;  
PAS Northeast LLC;  
PAS Southwest LLC;  
Pension Advance Carolina LLC;  
Pension Advance Midwest LLC; and/or  
Pension Loans South LLC;
- and/or any other company, organization or entity that provides investments, offerings, purported loans, advances, income streams, products, contracts and/or agreements of any type or nature similar to those issued or provided by FIP, in connection with the acceleration or lump sum payments of pension or retirement benefits (hereinafter "FIP," collectively).  
The foregoing exclusion shall, without limitation, apply to any Claim based upon, arising out of, in consequence or in any way involving, in whole or in part, investments, offerings, purported loans, advances, income streams, products,

## *Messer Financial Group*

### *Errors & Omissions Insurance Outline of Coverage*

#### **Exclusions (including, but not limited to): (continued)**

contracts and/or agreements of any type or nature issued or provided by FIP, and, in whole or in part, the solicitation, sale or servicing of life insurance or any other insurance products, as well as financial planning, advice and consultation with respect to the foregoing, and/or the rendering of any other Professional Services.

#### **Network Security Breach & Privacy Coverage Exclusions**

This Endorsement does not apply to any Claim alleging, based upon, arising out of, or resulting from, directly or indirectly:

- a. Any costs or expenses for the reprinting, reposting, recall, removal or disposal of any online content or any other information, content, or media, including any media or products containing such online content, information, content or media;
- b. Any wear and tear or gradual deterioration of any data saved or of an Insured's Computer System; or attributable to any costs or expenses incurred by any Insured or others:
  1. To recall, repair, withdraw, replace, upgrade, supplement or remove the Insured's online content, products or services from the marketplace, including but not limited to products or services which incorporate the Insured's online content, products or services;
  2. For any loss of use by any Insured or others that arises out of such recall, repair, withdrawal, replacement, upgrade, supplementation or removal.
- c. Any failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to computers and other components of the Insured's Computer System;
- d. Bodily Injury or Property Damage;
- e. Any seizure, confiscation, destruction or nationalization of an Insured's Computer System; or any Data Asset, by or on behalf of any governmental or public authority;
- f. Any interruption, suspension, failure or outage of any component of the Internet, including without limitation any hardware or software infrastructure supporting the Internet;
- g. Any fine or penalty arising out of any agreement by any Insured to comply with or follow the PCI Standard or any Payment Card Company rules, or implement, maintain or comply with any security measure(s) or standard(s) related to any payment card data; or
- h. Alleging, based upon, arising out of, or resulting from, directly or indirectly, any unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including but not limited to Claims arising out of unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, "pop-up" or "pop-under" Internet advertising or fax-blasting, direct mailing or telemarketing, or Claims alleging violations of the Telephone Consumer Protection Act, of 1991, as amended, the CAN-SPAM Act of 2003, as amended, and any other federal, foreign or state anti-spam statutes, or federal, foreign or state statute, law or regulation relating to a person's right to seclusion;
- i. Alleging, based upon, arising out of, or resulting from, directly or indirectly, any unauthorized or illegal collection of Personal Information by any Insured or by the Sponsoring Company, including but not limited to the collection of Personal Information using cookies, spyware, or other malicious code, or the failure to provide adequate notice that Personal Information is being collected;
- j. Alleging, based upon, arising out of, or resulting from, directly or indirectly, to section 605 (requirements relating to information contained in consumer reports) or 616 (civil liability for willful noncompliance) of the Fair Credit Reporting Act, or any other similar federal, state or local laws or regulations, including but not limited to any laws or regulations requiring truncation of payment card numbers on, or the removal of the expiration date from, payment card receipts; or
- k. Any Claim involving in any way any liability of the Sponsoring Company ;
- l. Any Claim involving data in the control of the Sponsoring Company; or
- m. Any Claim covered in whole or in part under any other insurance.

**Affiliated Agents of Messer Financial Group**  
 4/01/2025-4/01/2026 Application for Individual Agent  
 Claims Made and Reported Errors and Omissions Coverage

**Instructions:** Complete ALL sections of this form and include your signature at the bottom. Return this form along with payment to: CalSureance Associates, P.O. Box 7048, Orange, CA 92863-7048.  
**Coverage Questions:** Call CalSureance Associates at (800) 745-7189 or email at [info@calsurance.com](mailto:info@calsurance.com). **Reminder:** ALL sections must be completed. Incomplete forms will take additional time to process.  
**Certificates of Insurance:** Call CalSureance Associates at (800) 745-7189 or Go online: [www.calsurance.com](http://www.calsurance.com) - Certificate Reprint - Sponsoring Company - Messer Financial Group

*By purchasing this insurance, agents become members of the Financial Sales Professionals Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). There is no additional charge for membership*

### 1. Eligibility Requirements

(If you answer "Yes/Agree" to any of these questions, you are not eligible for this E&O program. **Note: This form is only for Individual Agents with less than \$100,000 in revenue. Additional coverage and payment options are available online at [www.calsurance.com/MFG](http://www.calsurance.com/MFG)**)

- Do you have pending or paid E&O claim(s) in the past five (5) years or are you aware of any incident(s) that may give rise to an E&O claim? [Note: any such potential claims not already reported to your current E&O carrier are excluded from the proposed coverage and should be reported to your current E&O carrier immediately.]  
 Yes/Agree    No/Disagree
- Have you ever been the subject of a reprimand, a regulatory or disciplinary action or criminal action by any federal, state or local authority, or by any self-governing, regulatory body or bodies, as a result of their professional services?  
 Yes/Agree    No/Disagree
- Do you operate as a marketing organization or wholesaler?  
 Yes/Agree    No/Disagree

### 2. Your Information (Please Print Clearly)

Name (first, middle initial and last):

Street Address:

City:

State:  Zip Code:

Contact Phone:  -  -

Fax:  -  -

E-Mail:

### 3. Payment Options

- Installment Options via Credit Card and ACH (Debit to Checking) are only available online: [www.calsurance.com/MFG](http://www.calsurance.com/MFG)
  - Make check payable to CalSureance Associates for the total due.
- Mail Check and Enrollment Form to:** CalSureance Associates  
 P.O. Box 7048, Orange, California 92863-7048

### 4. Selection of Options

Effective Date of Coverage (MM/DD/YYYY):  /  /

**Notice:** Master policy period is 4/1/2025 to 4/1/2026 but operates on rolling effective dates. Effective date of coverage cannot be backdated to a prior month. Coverage expires 12 months after effective date.

**Check appropriate boxes for your Limit and Coverage elections below.**

Select One:	LIMITS (EACH CLAIM/AGGREGATE)		
	\$1MM/\$1MM	\$1MM/\$3MM	\$2MM/\$2MM
Revenue/Commission Income < \$49,999			
Level I: Fixed Life A&H, Long Term Care, Medicare Sup & Disability Income	\$370	\$415	\$560
Level II: Level I, plus Fixed & Equity Indexed Annuities	\$420	\$445	\$620
Revenue/Commission Income Between \$50,000 and \$99,999			
Level I: Fixed Life A&H, Long Term Care, Medicare Sup & Disability Income	\$400	\$440	\$590
Level II: Level I, plus Fixed & Equity Indexed Annuities	\$450	\$475	\$650

Above premiums are inclusive of a non-refundable \$20 Administrative Fee and a \$65 Sponsor Affiliation Fee.

*Please refer to the policy for actual terms and conditions.*

**TOTAL DUE:** \$

### 5. Notices & Warranty Statement (Signature Required)

**NOTICE:** I must be a currently contracted agent/agency with MESSER FINANCIAL GROUP to be eligible for this program. Otherwise, I will not be considered an Insured under this program, no claims made against me will be covered, and any premiums paid by me will be returned. Should my contract with MESSER FINANCIAL GROUP terminate for any reason, voluntarily or involuntarily, coverage will cease as of the date of my contract termination. I warrant that I am currently contracted with MESSER FINANCIAL GROUP.

**NOTICE:** This is a claims made and reported policy. If I have knowledge of any claim or incident that could give rise to a claim under the proposed policy and any claim or action arises therefrom, it is excluded from coverage for which this form applies. A potential gap in coverage may occur if I elect an effective date that is not continuous with my prior expiration date and may result in the denial of a claim. I warrant that I have no knowledge of any pending claim or incident that could give rise to a claim under the proposed policy. I acknowledge that the specimen policy and program materials have been delivered to me via [www.calsurance.com/MFG](http://www.calsurance.com/MFG) and I have reviewed these documents prior to enrolling in the program.

I warrant and represent that the above statements are true and that I have not suppressed or misstated any material facts and I agree that this application shall be the basis of the contract with the company issuing the policy. It is understood that completion of this application does not bind the company to issue or the applicant to purchase the insurance. I have read the above notices and warranties and agree.

**Auto Renew Notice:** Information regarding the program renewal will be made available on [www.calsurance.com/MFG](http://www.calsurance.com/MFG) prior to expiration. This may include an offer of automatic coverage renewal based upon your eligibility and selected payment method. Failure to take appropriate action may lead to a lapse of coverage and the denial of claims. It is the insured's responsibility to verify renewal of coverage prior to expiration.

Signature Required: \_\_\_\_\_

Today's Date: \_\_\_\_\_

## Fraud Warning

**NOTICE: ANY PERSON WHO, KNOWINGLY OR WITH INTENT TO DEFRAUD OR TO FACILITATE A FRAUD AGAINST ANY INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION OR FILES A CLAIM FOR INSURANCE CONTAINING FALSE, DECEPTIVE OR MISLEADING INFORMATION MAY BE GUILTY OF INSURANCE FRAUD.**

**NOTICE TO ALABAMA APPLICANTS:** 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 or confinement in prison, or any combination thereof.

**NOTICE TO ALASKA APPLICANTS:** 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.

**NOTICE TO ARIZONA APPLICANTS:** 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.

**NOTICE TO ARKANSAS, NEW MEXICO, RHODE ISLAND AND WEST VIRGINIA APPLICANTS:** 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.

**NOTICE TO CALIFORNIA APPLICANTS: WARNING** – 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.

**NOTICE TO COLORADO APPLICANTS:** 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.

**NOTICE TO DELAWARE APPLICANTS:** 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.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: 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.

**NOTICE TO FLORIDA APPLICANTS:** 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 in the third degree.

**NOTICE TO IDAHO APPLICANTS:** 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.

**NOTICE TO INDIANA APPLICANTS:** A person who knowingly and with intent to defraud an insurer who files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**NOTICE TO KANSAS APPLICANTS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**NOTICE TO KENTUCKY APPLICANTS:** Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**NOTICE TO LOUISIANA APPLICANTS:** 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.

**NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** 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.

**NOTICE TO MARYLAND APPLICANTS:** 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.

**NOTICE TO MINNESOTA APPLICANTS:** A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

**NOTICE TO NEW HAMPSHIRE APPLICANTS:** 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.

**NOTICE TO NEW JERSEY APPLICANTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NOTICE TO NEW YORK APPLICANTS:** Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance or statement of claims 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.

**NOTICE TO OHIO APPLICANTS:** 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.

**NOTICE TO OKLAHOMA APPLICANTS: 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

**NOTICE TO OREGON APPLICANTS:** Any person who, knowingly and with intent to defraud or facilitate a fraud against any insurance company or other person, submits an application, or files a claim for insurance containing any false, deceptive, or misleading material information may be guilty of insurance fraud.

**NOTICE TO PENNSYLVANIA APPLICANTS:** 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.

**NOTICE TO TEXAS APPLICANTS:** 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.