

Group Accident Insurance – Portability Benefit Highlights

Hartford Life and Accident Insurance Company (A stock insurance company)

Home Office: Hartford, Connecticut • Phone: 877-320-0484

The Hartford® is The Hartford Financial Services Group, Inc., and its subsidiaries.



COVERAGE INFORMATION & PORTABILITY OFFER

Accident insurance pays a cash benefit if you or an insured dependent (spouse/partner or child) are unexpectedly injured¹ in a covered accident that occurs while the insured person is not working. The benefits are paid in lump sum amounts to you (or your beneficiary), and can be used to pay for health care expenses not covered by your major medical insurance, help maintain your standard of living while out of work, or however you choose. Accident insurance through The Hartford's group accident portability policy is available in certain circumstances when insurance under a group accident insurance plan offered by an employer (or other group) ends.

Under The Hartford's group accident portability policy, you have a choice of three accident plans each with varying levels of benefits. This choice allows you the flexibility to enroll for the coverage that best meets your current financial protection needs. Unless otherwise noted, the benefit amounts payable under each plan are the same for you and your insured dependent(s).

PLAN INFORMATION/BENEFITS		BENEFIT AMOUNTS		
Emergency, Hospital & Treatment Care		Plan 1	Plan 2	Plan 3
Accident Follow-Up	Up to 3 visits per accident within 90 days	\$50	\$75	\$100
Acupuncture/Chiropractic Care	Up to 10 visits each per accident within 365 days	\$25	\$25	\$50
Ambulance – Air	Once per accident within 72 hours	\$600	\$900	\$1,200
Ambulance – Ground	Once per accident within 90 days	\$200	\$300	\$400
Blood/Plasma/Platelets	Once per accident within 90 days	\$150	\$200	\$300
Child Care	Up to 30 days per accident	\$25	\$25	\$30
Daily Hospital Confinement ^{2,3}	Up to 365 days per lifetime	\$100	\$200	\$300
Daily ICU Confinement ^{2,3}	Up to 30 days per accident	\$300	\$400	\$600
Diagnostic Exam	Once per accident within 90 days	\$100	\$200	\$300
Emergency Dental	Once per accident within 90 days	Up to \$150	Up to \$300	Up to \$450
Emergency Room	Once per accident within 72 hours	\$100	\$150	\$200
Hospital Admission ^{2,3}	Once per accident within 90 days	\$500	\$1,000	\$1,500
Initial Physician Office Visit	Once per accident within 90 days	\$50	\$75	\$100
Lodging	Up to 30 nights per lifetime	\$100	\$125	\$150
Medical Appliance	Once per accident within 90 days	\$50	\$100	\$150
Physical Therapy	Up to 10 visits per accident within 365 days	\$25	\$25	\$50
Rehabilitation Facility	Up to 15 days per lifetime	\$50	\$100	\$150
Transportation	Up to 3 trips per accident	\$200	\$300	\$500
Urgent Care	Once per accident within 72 hours	\$50	\$75	\$100
X-ray	Once per accident within 90 days	\$50	\$50	\$75
Specified Injury & Surgery		Plan 1	Plan 2	Plan 3
Abdominal/Thoracic Surgery	Once per accident within 90 days	\$1,000	\$1,500	\$2,000
Arthroscopic Surgery	Once per accident within 90 days	\$200	\$300	\$400
Burn	Once per accident within 72 hours	Up to \$5,000	Up to \$10,000	Up to \$15,000
Burn – Skin Graft (% of burn benefit)	Once per accident for third degree burn(s)	25%	25%	25%
Concussion	Up to 3 per year within 72 hours	\$100	\$150	\$200
Dislocation	Once per joint per lifetime within 90 days*	Up to \$2,000	Up to \$4,000	Up to \$8,000
Eye Injury	Once per accident within 90 days	Up to \$300	Up to \$400	Up to \$600
Fracture	Once per bone per accident within 90 days*	Up to \$3,000	Up to \$6,000	Up to \$9,000
Hernia Repair	Once per accident within 90 days	\$100	\$150	\$200
Joint Replacement	Once per accident within 90 days	\$1,500	\$2,000	\$3,000
Knee Cartilage	Once per accident within 365 days	Up to \$500	Up to \$750	Up to \$1,000
Laceration	Once per accident within 72 hours	Up to \$400	Up to \$600	Up to \$600
Ruptured Disc	Once per accident within 365 days	\$500	\$750	\$1,000
Tendon/Ligament/Rotator Cuff	Up to 2 per accident within 365 days	Up to \$800	Up to \$1,000	Up to \$1,500
Catastrophic		Plan 1	Plan 2	Plan 3
Accidental Death	Within 90 days; Spouse @ 50% and child @ 25%	\$20,000	\$30,000	\$50,000
Common Carrier Death	Within 90 days	\$60,000	\$90,000	\$150,000
Coma	Once per accident within 90 days	\$5,000	\$10,000	\$15,000
Dismemberment	Once per accident within 90 days	Up to \$20,000	Up to \$30,000	Up to \$50,000
Home Health Care	Up to 30 days per accident	\$50	\$50	\$50
Paralysis	Once per accident within 90 days	Up to \$5,000	Up to \$10,000	Up to \$15,000
Prosthesis	Up to 2 per accident within 365 days	Up to \$1,000	Up to \$1,500	Up to \$2,000

*The benefit amount payable for multiple dislocations and/or fractures due to the same accident is limited to two times the amount for the bone/joint that has the highest benefit amount.

5788 NS 04/20



IN THE U.S., SOMEONE EXPERIENCES A MEDICALLY
CONSULTED INJURY EVERY 2 SECONDS AT HOME,
EVERY 6 SECONDS AT WORK, AND EVERY 8
SECONDS WHILE DRIVING A VEHICLE.⁴

SUPPORT SERVICES

In addition to providing a financial benefit, our accident insurance includes access to professionals who can support you in your recovery at no additional cost:

HealthChampion^{SM, 6} – Unlimited access to administrative and clinical experts who can guide you through your health concerns and care options.

Ability Assist^{®5} – 24/7 access to trained professionals and resources for assistance with the financial, legal and emotional issues that may follow an accident.

ASKED & ANSWERED

Who is eligible? Insurance through The Hartford's group accident portability policy is available when a qualifying event under a group accident insurance plan offered by an employer (or other group) ends. Please see the portability provision in the prior group plan for specific details.

Anyone insured under the prior group plan at the time of the qualifying event is eligible under the portability policy, subject to the following: 1) the primary insured under the portability policy must be less than age 80 to be eligible; and 2) your dependent child(ren) must be under age 26 to be eligible. Your coverage tier may change (from what you had under the prior group plan) based on who is eligible when you request portability.

Who is the "primary insured?" If the employee under the prior group plan is eligible to elect portability, then the employee is the primary insured under the portability policy. If the spouse/partner under the prior group plan is eligible to elect portability (in the event of divorce/legal separation from or death of the employee, then the spouse/partner is the primary insured under the policy.

When can I request coverage under the portability policy?

Your request form and initial premium payment should be submitted within 31 days from the date group accident insurance under the prior group plan ends. An extension of the request period is available in certain circumstances. In any event, a request received more than 91 days after group accident insurance under the prior plan ends will not be accepted.

Am I guaranteed coverage? This insurance is guaranteed issue coverage – it is available without having to provide information about your or your family's health. All you have to do is elect the coverage to become insured.

How much does this insurance cost? Monthly premiums are provided in the table that follows. You have a choice of plan options and a choice of coverage tiers.

How do I request coverage? On the portability request form, select the plan you want and the coverage tier you want by marking your choices in the designated locations on the form.

How do I pay for this insurance? Your initial quarterly premium payment is payable via check or money order at the time you request coverage, as indicated on the portability request form. Upon receipt of subsequent bills, you will have the option to continue receiving paper bills and paying via check/money order, or you can choose to have future premiums paid with automated bank draft.

When does this insurance begin? If your request form and initial premium payment are accepted, insurance under the portability policy begins the first day of the month following the day group accident insurance under the prior group plan ends. Your initial quarterly premium payment is applied from this date.

When does this insurance end? This insurance will end when the earliest of the following occurs:

- The date the policy terminates
- The date the required premium is due but not paid
- The last day of the month following the date you request we terminate coverage
- The date you again become insured under the prior group plan (ex. if you return to work with your former employer)
- The last day of the month following the date a covered person enters service in the armed forces or units auxiliary to them
- The first day of the year following the date you attain age 80

Insurance for your dependent(s) will also end when the earliest of the following occurs:

- The last day of the month following the date a child no longer meets the definition of "dependent child" within the certificate
- The last day of the month following the date that you and your spouse are no longer legally married or legally terminate your relationship

PROTECTION FOR THE UNEXPECTED

PREMIUMS

The amounts shown are **MONTHLY** amounts. Rates and/or benefits may be changed on a class basis.

Coverage Tier	Plan 1	Plan 2	Plan 3
Primary Insured (PI) Only	\$7.70 (\$0.25 per day)	\$12.66 (\$0.42 per day)	\$18.82 (\$0.62 per day)
PI & Spouse/Partner	\$12.08 (\$0.40 per day)	\$19.90 (\$0.65 per day)	\$29.53 (\$0.97 per day)
PI & Child(ren)	\$12.44 (\$0.41 per day)	\$20.83 (\$0.69 per day)	\$30.96 (\$1.02 per day)
PI & Family	\$20.20 (\$0.66 per day)	\$33.69 (\$1.11 per day)	\$50.04 (\$1.65 per day)

EXCLUSIONS

The benefits payable are based on the insurance in effect on the date of the covered accident, subject to the definitions, limitations, exclusions and other provisions of the policy. This insurance does not provide benefits for any loss that results from or is caused by:

- War or act of war, whether declared or undeclared
- A covered person's participation in a felony, riot or insurrection
- A covered person's service in the armed forces or units auxiliary to it
- A covered person's taking drugs, unless as prescribed by or administered by a physician, or being intoxicated as defined by the jurisdiction in which the cause of loss was incurred
- Any bacterial infection, except infections which result from an injury sustained in a covered accident; participation in bungee jumping or hang gliding
- Participation or competition in semi-professional or professional sports
- Cosmetic surgery or any other elective procedure that is not medically necessary
- While a covered person on any aircraft as a pilot, crewmember, student pilot, flight instructor or examiner, if it is owned, operated or leased by or on behalf of the policyholder, or any employer or organization whose eligible persons are covered under the policy, or being used for tests, experimental purposes, stunt flying, racing or endurance tests; operating, learning to operate, serving as a crewmember of or jumping or falling from any aircraft
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test

NOTICES

THIS IS A LIMITED ACCIDENT ONLY POLICY.

IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

This limited health benefit plan (1) does not constitute major medical coverage, and (2) does not satisfy the individual mandate of the Affordable Care Act (ACA) because the coverage does not meet the requirements of minimum essential coverage.

For New York residents:

This policy provides limited benefits health insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing company Hartford Life and Accident Insurance Company. Home Office is Hartford, CT. All benefits are subject to the terms and conditions of the policy. Policies underwritten by the issuing company listed above detail exclusions, limitations, reduction of benefits and terms under which the policies may be continued in force or discontinued.

This Benefit Highlights document explains the general purpose of the insurance described, but in no way changes or affects the policy as actually issued. In the event of a discrepancy between this document and the policy, the terms of the policy apply. **Benefits are subject to state availability. Policy terms and conditions vary by state.** Complete details are in the Certificate of Insurance issued to each insured individual and the Master Policy as issued to the policyholder.

¹Injury or Injuries means bodily injury sustained by a covered Person that is the direct result of an accident, and is independent of disease or bodily infirmity.

²Hospital means an institution: licensed to operate as a Hospital pursuant to law; primarily and continuously engaged in providing or operating either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of licensed physicians, medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and providing twenty-four hour nursing service by or under the supervision of registered nurses. A hospital does not include: convalescent homes, or convalescent, rest or nursing facilities; facilities affording primarily custodial, educational or rehabilitative care; or facilities for the aged, drug addicts or alcoholics.

³Confined or confinement means being an inpatient in a medical facility for a period of at least one day due to an injury sustained in an accident.

⁴National Safety Council. InjuryFacts 2014 Edition. Itasca, IL: National Safety Council; 2014.

⁵HealthChampionSM and Ability Assist[®] are offered through The Hartford by ComPsych[®]. ComPsych is not affiliated with The Hartford and is not a provider of insurance services. The Hartford is not responsible and assumes no liability for the goods and services provided by ComPsych. Ability Assist is a registered trademark and HealthChampion is a service mark of ComPsych Corporation.

⁶HealthChampion specialists are only available during business hours. Inquiries outside of this timeframe can either request a call-back the next day or schedule an appointment.

THIS PAGE INTENTIONALLY LEFT BLANK

Portability Request Form for Group Accident Insurance

Hartford Life and Accident Insurance Company (A stock insurance company)

Home Office: Hartford, Connecticut • Phone: 877-320-0484

The Hartford® is The Hartford Financial Services Group, Inc., and its subsidiaries.



Instructions: 1) Please print clearly with blue or black ink and provide complete information. Required information is marked with an asterisk (*). Missing information causes delays. 2) Please review the applicable benefit highlight/summary information prior to electing coverage. You and your dependent(s) (if applicable) are only eligible for coverage as allowed by the portability policy. 3) Please check the appropriate box(es) to elect coverage and enter amounts where necessary. 4) Please sign and date the form. 5) Submit the form as instructed at the end of the form.

If you have any questions regarding this form, please contact The Hartford toll-free at 877-320-0484.

GROUP INFORMATION

Group/Employer Name*	Group Policy Number	Date of Hire (MM/DD/YYYY)
----------------------	---------------------	---------------------------

APPLICANT INFORMATION

Name* (FIRST MI LAST)			SSN or Tax ID*		
Date of Birth* (MM/DD/YYYY)	Gender ☐ Male ☐ Female	Married/Partnered ☐ Yes ☐ No	Applicant Type* ☐ Employee/Member ☐ Spouse/Partner		
Street Address*		City*	State*	Zip Code*	
Email Address		Home Phone		Mobile/Cell Phone	

Consent to Email and Phone Correspondence

☐ Check this box if you consent to receiving future correspondence regarding this request via email and/or phone.

REASON FOR PORTABILITY REQUEST*

If you are an employee/member applicant, tell us why you are requesting this insurance and provide the date:

☐ Employment Terminated ☐ Status Change/Reduction in Hours ☐ Retired from Employer ☐ Other: _____
Term Date: _____ Change Date: _____ Ret Date: _____ Date: _____

If you are a spouse/partner applicant, tell us why you are requesting this insurance and provide the date:

☐ Divorce ☐ Death of Employee/Member ☐ Other: _____
Date of Divorce: _____ Date of Death: _____ Date: _____

DEPENDENT INFORMATION (COMPLETE FOR ANY DEPENDENTS THAT ARE TO BE INSURED UNDER THE PORTABILITY POLICY)

Spouse/Domestic Partner Name (FIRST MI LAST) ☐ N/A		Date of Birth	Gender ☐ M ☐ F	Date Married/Partnered	
Child Name (FIRST MI LAST)	Date of Birth	Gender ☐ M ☐ F	Child Name (FIRST MI LAST)	Date of Birth	Gender ☐ M ☐ F
		☐ M ☐ F			☐ M ☐ F
		☐ M ☐ F			☐ M ☐ F

ACCIDENT INSURANCE ELECTION*

Plan Type – Select One Option			Coverage Tier – Select One Option	Monthly Premium Amount		
				Plan 1	Plan 2	Plan 3
☐ Plan 1 ☐ Plan 2 ☐ Plan 3	☐ Applicant Only		\$7.70	\$12.66	\$18.82	
	☐ Applicant & Spouse/Partner		\$12.08	\$19.90	\$29.53	
	☐ Applicant & Child(ren)		\$12.44	\$20.83	\$30.96	
	☐ Applicant & Family		\$20.20	\$33.69	\$50.04	

INITIAL PREMIUM PAYMENT CALCULATION*

(1) Insert the Monthly Premium Amount for the plan and coverage tier elected:	
(2) The initial billing frequency is quarterly (three months at a time/four payments per year):	3
(3) Multiply the monthly amount (1) by the billing frequency (2) to calculate the initial premium due:	

BENEFICIARY DESIGNATION (PLEASE ENSURE YOUR BENEFICIARY DESIGNATION IS CLEAR SO THERE IS NO QUESTION OF YOUR INTENT)

This designation is for any benefits under the group accident portability policy which are due and unpaid at the time of your death. This beneficiary designation replaces any prior designation made by you for group accident coverage through The Hartford. This designation may be changed upon written request.

All information requested is required, per beneficiary. If more than one beneficiary is named, the beneficiaries shall share benefits equally unless percentages are stated below. **The percentages must total 100%** for all Primary Beneficiaries and 100% for all Contingent Beneficiaries. If you need to designate more beneficiaries than space will allow, please include the additional information on a separate paper and attach it to/submit it with this form, clearly stating your name.

Certain states are community property states. If you live in one of these states – AK, AR, CA, ID, LA, NV, NM, TX, WA or WI – and designate someone other than your spouse as your beneficiary, state law may require that your spouse consent to the designation. Puerto Rico and certain tribal jurisdictions may also require spousal consent. Please consult your legal advisor for additional information.

Primary Beneficiary(ies) (PRIMARY BENEFICIARIES ARE FIRST IN LINE TO RECEIVE BENEFITS IF LIVING AT THE TIME OF YOUR DEATH)

1) Name (FIRST MI LAST)	Date of Birth	SSN	Relationship to You	Percent %
-------------------------	---------------	-----	---------------------	-----------

Address (STREET, CITY, STATE & ZIP)

Phone Number

2) Name (FIRST MI LAST)	Date of Birth	SSN	Relationship to You	Percent %
-------------------------	---------------	-----	---------------------	-----------

Address (STREET, CITY, STATE & ZIP)

Phone Number

Contingent Beneficiary(ies) (CONTINGENT(S) WILL RECEIVE BENEFITS IF NO PRIMARY BENEFICIARY IS ALIVE AT THE TIME OF YOUR DEATH)

1) Name (FIRST MI LAST)	Date of Birth	SSN	Relationship to You	Percent %
-------------------------	---------------	-----	---------------------	-----------

Address (STREET, CITY, STATE & ZIP)

Phone Number

2) Name (FIRST MI LAST)	Date of Birth	SSN	Relationship to You	Percent %
-------------------------	---------------	-----	---------------------	-----------

Address (STREET, CITY, STATE & ZIP)

Phone Number

CONFIRMATION & SIGNATURE

By signing below, I confirm that I understand and agree to the following statements:

- This request is subject to review and acceptance by The Hartford, and may be denied by The Hartford.
- This request must be received by The Hartford within 91 days of the date that group accident insurance ceased under the employee's former group plan. Requests received more than 91 days after group accident insurance under the group plan ceased will be denied.
- If this request is accepted by The Hartford, this insurance will go into effect and remain in effect only in accordance with the provisions, terms and conditions of the group accident portability policy.
- The individuals covered under the group accident portability policy must satisfy the policy's requirements to be eligible for benefits. Payment of premium does not ensure eligibility for insurance.
- If this request is accepted by The Hartford, the initial quarterly premium payment is applied from the first day of the month following the date that group accident insurance ceased under the employee's former group plan. The next premium payment will be due by the first day of the fourth month following the day insurance under the group plan ended.
- If any premium is collected after eligibility for insurance under the group accident portability policy ceases, the unearned premium will be refunded in accordance with the terms of the policy.
- Premium amounts may increase if the experience of the policy requires a change for all individuals insured under the policy.
- I have read the "Important Notice – Fraud Warning Statements" that applies to my state of residence.

Applicant Signature

Date of Signature

FORM SUBMISSION INSTRUCTIONS

- 1) Submit this completed and signed form with the initial quarterly premium payment (as calculated) to The Hartford as soon as possible after insurance has ended under the employee's former group plan.
- 2) Make the check or money order for the initial quarterly premium payment payable to "The Hartford." Be sure to include the applicant's name on the payment.
- 3) Mail this form and payment to:
The Hartford Portability & Conversion Unit
PO Box 43786
Cleveland OH 44143-0786
Fax: 440-646-9339
- 4) Keep a copy of the completed form for your records.

END OF FORM – PLEASE REVIEW THE "IMPORTANT NOTICE – FRAUD WARNING STATEMENTS" ON THE FOLLOWING PAGE

Portability Request Form for Group Accident Insurance Important Notice – Fraud Warning Statements

Hartford Life and Accident Insurance Company

Home Office: Hartford, Connecticut • Phone: 877-320-0484

The Hartford® is The Hartford Financial Services Group, Inc., and its subsidiaries.



Please read the statement that applies to your state of residence prior to signing the request form.

For residents of all states EXCEPT Arizona, California, Colorado, Florida, Kentucky, Maine, Maryland, New Jersey, New York, Oregon, Pennsylvania, Puerto Rico, Tennessee, Virginia and Washington: 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.

For Residents of 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.

For Residents of 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.

For residents of 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 award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

For residents of 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.

For residents of Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim or 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.

For residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and denial of insurance benefits.

For residents of 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.

For residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties. Any person who includes any false or misleading information on an application for insurance policy is subject to criminal and civil penalties.

For residents of 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.

For residents of Oregon: 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 that the insurer relied upon is subject to a denial and/or reduction in insurance benefits and may be subject to any civil penalties available.

For residents of 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 hereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

For residents of 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.