

# STEWART RICHEY CONSTRUCTION

## HARDSHIP WITHDRAWAL INFORMATION

You have requested paperwork to apply for a Hardship Withdrawal from your 'fringe account' with MassMutual. Please be advised that the reverse sheet includes THE ONLY reasons a hardship withdrawal may be requested and/or approved (according to IRS stipulations/guidelines and the Summary Plan Description for Stewart & Richey Const., Inc. Prevailing Wage Plan).

In order to qualify for a withdrawal, you must demonstrate that you have no other resources or savings which you can use to take care of a hardship. **You must include acceptable documentation** with the completed Request Form. This documentation may include, but is not limited to;

- Notarized statement from attorney, physician, mortgage company, lending institution, educational institution, etc. that includes the amount, as well as an explanation as to why the money is due (no insurance, foreclosure, all other means have been exhausted, etc.)

AND/OR

- Copies of invoices, statements, etc. as they pertain to the requested amount

**The amount requested MAY NOT be for more than what the documentation indicates is necessary.**

It is YOUR responsibility to insure you have enough funds available in your account. You may do this by checking your account on line at <http://www.massmutual.com/retire/participants> or by calling MassMutual at 1.800.743.5274.

*You may receive a Hardship Withdrawal no more than one time in a calendar year.*

Please review the included information very carefully. Complete the appropriate pages; include acceptable documentation, and return to the Human Resource Department. Upon receipt of complete and acceptable paperwork, a Human Resources representative will forward the information to our TPA (Third Party Administrator). The TPA will then complete the authorization and forward to MassMutual. If approved, a check will be issued by and mailed from MassMutual directly to you at the address indicated on the Request Form. **This process can take up to 14 working days.**

If you have any questions or need additional information, please contact your Human Resource Department.

Thank you!

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## HARDSHIP WITHDRAWAL INFORMATION

Financial hardship means hardship due to immediate and heavy financial need. **The plan allows hardship withdrawals for these reasons only;**

- To pay medical expenses for you, your spouse, or your dependents (as defined in Section 152 of the Internal Revenue Code) which are not repaid to you by insurance or otherwise
- To purchase your primary home, stop your eviction from your primary home, or stop foreclosure on such home (this does not include mortgage payments)
- To pay tuition, related educational fees and room and board expenses, *for the next 12 months* of post-secondary education for you, your spouse, your children or your dependents
- To pay for severe uninsured loss of your primary home that qualify for the casualty deduction (as defined in Section 165 of the Internal Revenue Code)
- To pay funeral expenses for your parents, spouse, children or your dependents
- To pay you because you are disabled as defined in the plan

*You may not withdraw more than the amount of your immediate and heavy financial need.* The amount of the withdrawal may include the amount of taxes that will result from the withdrawal. To receive a withdrawal, you must sign a written statement that the amount withdrawn does not exceed the amount of your financial need.

Your request for withdrawal must be in writing on a form provided by a Human Resources representative. You must complete and return it prior to the date of withdrawal.

You must provide evidence/documentation that you have an immediate and heavy need for the withdrawal (for example; copy of medical bills, copy of foreclosure notice, etc.). **The following 'reasons'/examples are NOT considered to be hardships;**

- Vehicle needs repairs, new tires, transmission, etc.
- Credit card is over the limit & creditors are calling
- Family needs new appliances
- To pay off an existing student loan

Federal law may require you to have your spouse's consent.

A charge or restriction might apply for some investment options if you make a withdrawal. Talk with your Plan Administrator before you complete the form.

# STEWART RICHEY CONSTRUCTION

## APPLICATION FOR HARDSHIP WITHDRAWAL

As a participant in the Stewart-Richey Const. Co., Inc. Prevailing Wage Plan, I hereby declare my intent to apply for a hardship withdrawal.

I attest that I have no other funds reasonably available to me to satisfy these obligations. In support of my request, I have attached copies of any bills, invoices and/or other acceptable documentation evidencing the hardship.

I confirm the reason for the hardship is:

- Medical expenses for me, my spouse or dependents
- Purchase of primary home/Stop eviction or foreclosure of my primary home
- Tuition or related expenses for the next 12 months of post-secondary education for me, my spouse or dependents
- Severe uninsured loss of my primary home
- Funeral expenses for spouse, dependents or parents
- Disability as defined by the Plan

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Do not forward to MassMutual.

Please complete the applicable highlighted areas and return to Stewart-Richey's office.

Thank you.

# Hardship Distribution Request Form

for active employees who have a qualifying hardship event

Use this form if you want to:

- request a distribution due to financial hardship

Do not use this form to:

- request any other distribution option that may be available to an active employee. See your Plan Administrator for details.

Please refer to your *Summary Plan Description* to determine what Hardship options (if any) are available under your Plan. Your Plan Administrator must determine whether or not you are entitled to a hardship distribution based on the terms of the Plan, and may require additional information from you in order to make this determination. Until such determination is made, and a signed form is provided to MassMutual Retirement Services ("MassMutual"), no distribution can occur.

Note: If the plan requires spousal consent for a distribution, please contact your Plan Administrator who will provide you with additional paperwork.

Note: If you have Hartford Lifetime Income (HLI) as an investment option you may need to exchange out of this investment to make the dollar amount available for your hardship distribution. Exchanges out of Hartford Lifetime Income will result in a loss of guaranteed income. To exchange out of HLI, you can either call MassMutual's Customer Service Center or make this change online.

### Questions?

Call  
MassMutual's Customer Service Center  
1-800-854-0647

Fax  
1-800-220-2913

Online  
[www.massmutual.com/corp](http://www.massmutual.com/corp)

123

MassMutual will not process this form until it is received in good order. Please see the *Important Information* Section for information on "Good Order" requirements.

## Section A - Plan Information (Plan Administrator completes)

Plan ID	805217	Plan Name	Stewart & Richey Const. Co., Inc. Prevailing Wage Plan		
Plan Contact	Robin Amonett		Daytime Phone Number	270.842.5184	

## Section B - Participant Information (Participant completes)

SSN	Participant Name			Date of Birth
* Legal Address				
City	State	Zip Code	Daytime Phone Number	

\*We will change your account information to reflect the Legal Address above and all future mailings will be sent to this address unless changed by you or your Plan Administrator as described under "Stale Address" in the *Important Information* section.

## Section C - Vesting Verification (Plan Administrator or Third Party Administrator Completes)

Vesting: Employer Match			%	Vesting: Employer Profit Sharing			%	Vesting: Other (Specify)			%
YTD Hours For TPA use only											

TPA or Authorized Plan Representative's Signature

Date

TPA or Authorized Representative's Name (please print)

Phone Number

E-Mail

**Section D - Hardship Distribution Amount (Participant Completes)**

I understand my Hardship Distribution will be processed pro-rata across all contribution types and investments that are available under my plan for hardship distributions.

I am requesting a Hardship Distribution in the amount of \$ \_\_\_\_\_  Withdrawal of Maximum Available

Note: If the amount you request is greater than the amount available for hardship distribution on the date your request is processed, MassMutual will process for the maximum amount available to you under the terms of the Plan. Your hardship distribution will be processed pro-rata across eligible investments and contribution type sources that are available under your plan for hardship distributions.

Note For Hartford Lifetime Income: If your plan account includes the HLI investment option, it will count in establishing the maximum amount available for a hardship distribution. However, because Hartford Lifetime Income will be excluded to protect your guaranteed income, you may not be able to distribute the maximum amount available unless you exchange out of the HLI investment to make funds available for your hardship distribution. By exchanging out of HLI, you are effectively liquidating your guaranteed income. The cash-out value of The Hartford Lifetime Income investment option is the lesser of net contributions accumulated at 3% interest or the dollar amount it would cost to purchase the income shares. Thus, if you elect to cash out your HLI investment, you may lose the actuarial value of the guaranteed annuity payments which may be greater than the cash-out value.

**Gross Up Distribution for Withholding:**

This option can only be selected if you have sufficient funds in your account that are available for hardship.

Check this box if you wish to increase the amount processed from your account for federal and, if applicable, state income tax withholding. For example: If you want gross up for federal withholding, for a \$9,000 net check amount, \$10,000.00 will be processed from your account. (\$9,000 + 90% = \$10,000.00; \$10,000.00 x 10% = \$1,000.00 federal income tax withholding. \$10,000.00 - \$1,000.00 = \$9,000 net check amount). A similar computation will occur for state income tax withholding, if applicable.)

**Section E - Cash Payment Instructions (Participant completes)**

Please send my Cash Payment by: (Select 1 or 2 below)

- 1.  **Check:** (Select one below- checks will be sent via First Class mail) (Default if no election is made.)
  - to the Legal Address in Section B above. (Default if no selection is made.)
  - to the address below:

Mailing Address		
City	State	Zip Code

- 2.  **Direct Deposit into My Bank Account** (Select one below)

Contact the Financial Institution for the appropriate information required below and to determine if they require any special deposit instructions. If MassMutual is unable to process the wire/ACH due to inaccurate Financial Institution information provided below or the Financial Institution fails to accept the transfer, your distribution will be sent in a check made payable to you and mailed to your address provided in Section B. **Note: ACH and Wire routing numbers are often different. Please see the Important Information Section for more details.**

- ACH - Payment will generally be deposited into your bank account within 2-3 days after withdrawal from your Plan account. You may attach a voided check.
- Wire - Payment will generally be deposited into your bank account within 1 day after withdrawal from your Plan account; fees may apply.

Note: If wire is selected, but you provide an ACH routing number, payment will be sent ACH.

Deposit into my: (select one)  Checking  Savings

Name of Financial Institution	Financial Institution Transit Routing Number/ ABA Number (9 digits)
Financial Institution Account Name	Financial Institution Account Number
Additional Crediting Instructions/ Participant's Account Number	

**Section F - Federal Income Tax Withholding (Participant completes)**

This section applies to any distribution on account of hardship. (Please read **Federal and State Tax Withholding** in the *Important Information Section*.) This distribution is subject to voluntary federal income tax withholding. If you do not make an election below, 10% federal income taxes will be taken from the taxable portion of your distribution. If federal income taxes are not withheld, you are liable for payment of federal income tax on your distribution. Please note that you may also be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate.)

- Do not withhold federal taxes.
- I voluntarily elect to have additional withholding of \_\_\_\_\_ % (whole percentages only)

**Section G - State Income Tax Withholding (Participant completes)**

**Skip this Section if you reside in a state with no income tax or withholding on pensions.**

The taxable portion of your payment may also be subject to state income tax withholding. If you do not make an election below, state income taxes will only be withheld if required by state law. (Note: If state income taxes are not withheld, you are liable for payment of state income tax on your distribution. In certain states you may also be subject to tax penalties under estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate.)

Your options for state tax withholding are: (Note: These rules are subject to change at any time. For current tax information pertaining to your resident state, please contact your tax advisor or your state income tax department.)

AR, DC, DE, IA, KS, ME, MD, MA, NC, NE, OK, VT, VA	These states require mandatory state withholding. MassMutual is required to withhold based on state law. You may not elect out of state income tax withholding.
CA, OR	These states require mandatory state withholding. MassMutual is required to withhold state income taxes based on state law unless you elect out of withholding. <input type="checkbox"/> I elect no state income tax withholding.
MI	This state requires mandatory state withholding. MassMutual is required to withhold state income taxes based on state law unless you provide alternate withholding instructions by completing a Michigan Withholding Certificate (MI W-4P Withholding Certificate for Michigan Pension and Annuity Payments) and submitting it with this form.
AL, AZ, CO, CT, GA, ID, IL, IN, KY, LA, MN, MS, MO, MT, NJ, NM, NY, ND, OH, PA, RI, SC, UT, WV, WI	These states permit voluntary income tax withholding. You may voluntarily elect state withholding by providing a dollar amount below.  I voluntarily elect to withhold an amount of \$ _____

## Section H - Participant Certification and Authorization

I hereby instruct the Plan to distribute my vested account balance in the manner indicated on this form and understand that my election is irrevocable once processed. I certify that all the information I provided in this form is true and accurate to the best of my knowledge and belief. I understand that providing false or misleading information on this form may constitute fraud and be subject to severe penalties. I acknowledge that:

- I have consulted with my Plan Administrator and am aware of any fees that may apply to this distribution. Please see the *Important Information* Section for more information about fees.
- I have received and read the *Summary Plan Description*, was able to ask and receive answers to my questions from the Plan Administrator and agree to be bound by the Plan's provisions.
- If any part of my hardship distribution contains salary deferrals (i.e., Pre-Tax or Roth) no employee contributions may be made by me to this or any other Plan of the employer for a period of 6 months, if my Plan requires.
- I have provided the Plan Administrator with the required documentation that evidences my financial need. If my Plan requires spousal consent for a distribution, I have provided the Plan Administrator with a properly executed spousal consent for distribution form and, if applicable, that I have received and read the *Qualified Joint and Survivor Annuity Notice and Waiver*.
- I have reviewed the state income tax withholding rules in Section G and the attached Fraud Warning Statements, as applicable to my state. I understand that the state income tax withholding rules described in Section G I may have changed.
- I consent to an immediate distribution and affirmatively waive the minimum 30-day notice waiting period.

Note: If the check associated with this request is returned to MassMutual by the U.S. Postal Service as undeliverable, we are unlikely to resend it until you provide us with your updated address. Failure to provide us with your current and valid address may result in the check being considered abandoned property under the laws of the State where the check was mailed (unless preempted by ERISA).

Participant's Signature \_\_\_\_\_

Date \_\_\_\_\_

**IMPORTANT** - If this withdrawal requires participant consent, and the participant's signature is not provided on this form, the Plan Administrator must initial below or this form will not be processed.

By initialing this box, I certify as Plan Administrator that I have obtained the participant's consent and authorization for the distribution requested on this form on a separate document signed by the participant. I further certify that the participant has been advised of his or her rights under the Plan, any fees applicable to the distribution, and applicable law including, but not limited to, disclosures and notices described in this section. I agree that the Plan Administrator, and not MassMutual, is solely responsible for any consequences that result from this distribution.

Plan Administrator Initials \_\_\_\_\_

**Section I - Plan Representative Certification and Authorization (required)**

As Plan Administrator or an authorized representative of the Plan, I hereby direct MassMutual to distribute from the Plan's group annuity contract or funding agreement as a distribution from the participant's vested account the amount necessary to pay the benefit in the manner indicated in this form in accordance with the terms of the Plan and participant election. I have verified the Participant Information, Distribution Reason and Vesting and certify that it is true and accurate to the best of my knowledge and that I have obtained any spousal consent for distribution forms (and, if applicable, provided the *Qualified Joint and Survivor Annuity Form* to the participant) that may be required by the Plan and/or ERISA and the Internal Revenue Code. I acknowledge that this form does not constitute a delegation by the Plan Administrator of, and the Plan Administrator has not otherwise delegated, its income tax withholding duties and liabilities under §3405 of the Internal Revenue Code of 1986, as amended, to the Recordkeeper and that the Recordkeeper is acting as independent contractor of the Plan Administrator or Service Provider in making payments in accordance with these instructions. The Plan Administrator confirms that it is responsible for ensuring that state tax is withheld in accordance with current state law, and hereby directs MassMutual to withhold state tax, as applicable, in the manner provided on this form. The Plan Administrator acknowledges and agrees that this form reflects distributable events that may not be available under all plans. As a result, the Plan Administrator confirms that it has reviewed its Plan document to confirm that the requested distribution is in fact permitted and assumes all responsibility for any consequences that result from such distribution, including any correction or disqualification that results from an impermissible distribution. I have reviewed the Plan document as well as the Plan's group annuity contract or funding agreement, and I, and not MassMutual, have made the determination that the participant is eligible under the terms of the Plan and contract to receive this distribution. In the event that the distribution is at any time determined to have been impermissible under the terms of the Plan or contract and applicable qualified plan rules, I agree that MassMutual and its affiliates shall have no responsibility, financially or otherwise, for any associated correction, costs, taxes, fees, expenses, charges, fines, penalties, charges, excise taxes or any other related amount. I, as authorized Plan representative and fiduciary and not MassMutual, made any and all fiduciary determinations with respect to this hardship distribution.

**Reminder: If required by the Plan, you must suspend elective contributions for this participant for a period of six months and continue to remit payments on any outstanding loan.**

**Please be sure the below signatory is on record as an authorized signer for your Plan at MassMutual.**

\_\_\_\_\_  
Authorized Plan Administrator's Signature

\_\_\_\_\_  
Date

Robin Amonett

\_\_\_\_\_  
Authorized Plan Administrator's Name (please print)

**Completed and signed forms in "good order" may be Faxed to 800-220-2913 or mailed to:**

Regular Mail Address:  
MassMutual  
P.O. Box 1583  
Hartford, CT 06144-1583

Overnight Mail Address:  
MassMutual  
1 Griffin Road North  
Windsor, CT 06095-1512

Note: Duplicate requests for distribution, such as a fax followed by a mailed original, may result in multiple distributions. MassMutual will not be responsible for any increase or decrease in account value based on investment performance or charges that arise from multiple submissions.



## Section J - Important Information

**Good Order** - "Good Order" means that all sections of the form are complete, the participant has provided their signature authorizing the transaction (if required) and the Plan Sponsor has provided their signature authorizing MassMutual to process the transaction requested on the form and the TPA has acknowledged the transaction by providing their signature.

**MassMutual** - MassMutual Retirement Services (MMRS) is a division of Massachusetts Mutual Life Insurance Company (MassMutual) and its affiliated companies and sales representatives.

Contracts issued by Hartford Life Insurance Company. Contracts are administered by Massachusetts Mutual Life Insurance Company.

**Hardship Distributions** - Please refer to your Summary Plan Description for information regarding under what circumstances hardship withdrawals are permitted and for any restrictions on the amount available for distribution. Your Plan Administrator may require supporting documentation for the hardship reason and amount necessary to satisfy your hardship. If your hardship request is approved, the Plan may require that you be suspended from making contributions for a period of six months. However, if you have an outstanding loan, loan repayments will continue based on the amortization schedule.

**Federal and State Tax Withholding** - The distributions you receive from the plan are subject to federal income tax withholding unless you elect not to have withholding apply. Withholding will only apply to the portion of your distribution or withdrawal that is included in your income subject to federal income tax. If you elect not to have withholding apply to your distribution, or if you do not have enough federal or state income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rule if your withholding and estimated tax payments are not sufficient.

**Fees** - MassMutual may charge a transaction processing fee in accordance with its Service Agreement with the Plan Sponsor in an amount up to \$40. Please contact MassMutual's Customer Service Center at 1-800-854-0647 for details of any such fee.

### Hartford Lifetime Income Investment

For those who have invested in the Hartford Lifetime Income investment, there are some important points to keep in mind:

**Annuity Transfer.** If you choose an Annuity Transfer, a Hartford Lifetime Income (HLI) Annuity Certificate will be distributed to you in the form of a nontaxable qualified plan distributed annuity ("QPDA"). You will be able to elect at any time to begin your guaranteed lifetime annuity payments, or cash out the HLI Annuity Certificate (subject to contract, plan and tax law requirements).

Once you have received your HLI Annuity Certificate you may contact MassMutual's Customer Service Center to obtain a quote. A 'quote' is information about the amount and frequency of the payments you would receive from the annuity if you began your guaranteed lifetime annuity payments.

Note that your income payments must be a minimum of \$50 per payment. For example, you will need at least 5 income shares to receive a \$50 monthly payment at age 65 based on your life. If your payment does not meet the minimum \$50 amount, you will receive the cash-out value.

**Retain.** If you choose to retain your Hartford Lifetime Income investment, it will remain as an investment in your account balance under the Plan.

**Liquidate.** If you choose to liquidate your Hartford Lifetime Income investment, this will result in the cash-out of your investment. The cash-out value of the Hartford Lifetime Income investment option is the lesser of net contributions accumulated at 3% interest or the dollar amount it would cost to purchase your income shares. Thus, if you elect to cash out your Hartford Lifetime Income investment, you may lose the actuarial value of the guaranteed annuity payments, which may be greater than the cash-out value.

**Portability.** Your Hartford Lifetime Income investment is not 'portable' in the sense that it may not be distributed or rolled-over in-kind to another money manager. Therefore, if you selected a rollover, you must make an election either to retain, perform an annuity transfer, or liquidate your HLI investment, as explained above.

**Wire** - A Wire is a real-time method of transferring immediate funds and supporting information between two financial institutions using their respective Federal Reserve accounts. With FED wire transactions, the funds are transferred on the same day as processed. The wire is final once the originating bank has sent the funds and the FED confirms receipt. It should be noted that there is no right of return on a FED wire. A recall of the wire may be attempted but the return of the funds is not guaranteed. Payment will generally be deposited into your bank account within 1 day after withdrawal from your Plan account; fees may apply.

**ACH (Automated Clearing House)** - Processing that occurs between a nationwide network of financial institutions that send electronic messages, via telecommunications lines instead of paper (checks), to transfer money between parties. Payment will generally be deposited into your bank account within 2-3 days after withdrawal from your Plan account.

**Stale Address** - It is important that you notify us if you change your address. Going forward, your address may change in our records either at your or your employer's direction, or as a result of an address confirmation service provided under our agreement with your employer. Under this service, the addresses in our records are compared against and updated quarterly with addresses received from commercial address update services (e.g., the U.S. Postal Service). If your mail is returned to us or your employer tells us your address is incorrect, we are likely to suspend future mailings until a new address is obtained. Unless preempted by federal law, failure to give us a current address may also result in uncashed distributions from your participant account being considered abandoned property under state law, and remitted to the applicable state. To update your address, contact your Plan Administrator or, if permitted by your Plan, log in to our website at [www.massmutual.com/corp](http://www.massmutual.com/corp) and select the change address link under your personal settings.

## Fraud Warning Statements

The following states require insurance applicants to acknowledge a fraud warning statement specific to that state. Please refer to the specific fraud warning statement for your state as indicated below. If your state is not separately listed, please refer to the NAIC Model Fraud Statement below.

**NAIC Model Fraud Statement:** 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.

**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.

**Arkansas** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**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 settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

**District of Columbia** - Warning: It is a crime to provide false or misleading information to an insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

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

**Kentucky** - Any person who knowingly and with intent to defraud any insurance company or other person files 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.

**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 purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Maryland** - Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Minnesota** - A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**New Hampshire** - Any person who, with a purpose to injure, defraud or deceive any insurance Company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20. However, the lack of such a statement shall not constitute a defense against prosecution under RSA 638:20.

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

**New York** - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

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

**Oklahoma** - Warning: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**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.

**Tennessee** - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.