



# 2024-2025 Student Accident Coverage (NC)

Served by: **McGriff Insurance Services** Phone: 800-476-4339 ext.1345 Fax: 888-751-3014



**Remember to visit our website for faster enrollment: [www.studentinsurance-kk.com](http://www.studentinsurance-kk.com)  
Online Enrollment—Secured Accident Coverage can be purchased any time throughout the year.**

**ACCIDENT ONLY COVERAGE:** The Policy provides benefits for loss due to a covered Injury up to the Maximum Benefit of \$25,000 for each Injury. Provided that treatment by a qualified, licensed Physician begins within 60 days from the date of Injury, benefits will be paid for Covered Medical Expenses incurred within 52 weeks from the date of Injury up to the Maximum Benefit per service as shown below.

**SCHEDULE OF BENEFITS:** *Maximum Benefits Paid As Specified Below.*

Compare and Choose	Low Option Accident Only	Middle Option Accident Only	High Option Accident Only
Maximum Benefit:	\$25,000 (For Each Injury)	\$25,000 (For Each Injury)	\$25,000 (For Each Injury)
Deductible:	\$0	\$0	\$0
<b>Inpatient Hospital Services</b>			
Room & Board Expenses:	\$150 per day/Semi-private room rate	\$200 per day/Semi-private room rate	80% of U&C Charges/ Semi-private room rate
Miscellaneous Expenses:	\$500 per day	\$1,000 per day	80% of U&C Charges
Physician's Visits: <i>(Limited to one visit per day)</i>	\$30 first day/\$25 each subsequent day	\$50 first day/\$30 each subsequent day	80% of U&C Charges
<b>Ambulatory Medical Center</b>			
	\$750 maximum	\$1,000 maximum	80% of U&C Charges/ up to \$5,000 maximum
<b>Emergency Room Treatment:</b> <i>(Treatment must be rendered within 72 hours from the time of the injury)</i>			
	\$150 maximum	\$250 maximum	80% of U&C Charges
Surgery <i>(*Allowance is calculated: 100% of Usual and Customary Charges for the 1st procedure, 50% of Usual and Customary Charges for the 2nd procedure, and 25% of Usual and Customary Charges for each additional procedure when performed through different incisions/portals.)</i>	\$750 maximum	\$1,000 maximum	80% of U&C Charges/ up to \$5,000 maximum
Assistant Surgeon	100% of Usual and Customary Charges <i>(*Allowance is calculated: 20% of the surgical maximum for the surgery performed as indicated above.)</i>	100% of Usual and Customary Charges <i>(*Allowance is calculated: 25% of the surgical maximum for the surgery performed as indicated above.)</i>	100% of Usual and Customary Charges <i>(*Allowance is calculated: 30% of the surgical maximum for the surgery performed as indicated above.)</i>
Anesthesia and its Administration	100% of Usual and Customary Charges <i>(*Allowance is calculated: 20% of the surgical maximum for the surgery performed as indicated above.)</i>	100% of Usual and Customary Charges <i>(*Allowance is calculated: 25% of the surgical maximum for the surgery performed as indicated above.)</i>	100% of Usual and Customary Charges <i>(*Allowance is calculated: 30% of the surgical maximum for the surgery performed as indicated above.)</i>
<b>Outpatient</b>			
Outpatient Physician Visits: <i>(Limited to one visit per day)</i>	\$30 first day/\$25 each subsequent day	\$50 first day/\$30 each subsequent day	80% of U&C Charges/ \$50 per day maximum
Outpatient X-ray:	\$200 maximum	\$400 maximum	80% of U&C Charges
Outpatient Diagnostic Imaging Services:	\$200 maximum	\$400 maximum	80% of U&C Charges/ up to \$1,200 maximum
Outpatient Laboratory:	\$50 maximum	\$150 maximum	80% of U&C Charges/ up to \$600 maximum
Outpatient Physiotherapy: <i>(Limited to one visit per day. Includes acupuncture; microtherapy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)</i>	\$30 first day/\$20 each subsequent day/ 5 days maximum	\$40 first day/\$30 each subsequent day/ 5 days maximum	80% of U&C Charges/ \$50 per day/ 15 days maximum
<b>Ambulance Services:</b> <i>(Air and Ground)</i>	\$200 maximum	\$500 maximum	80% of U&C Charges
<b>Medical Equipment Rental:</b> <i>(Includes Orthopedic devices)</i>	\$75 maximum	\$100 maximum	80% of U&C Charges
<b>Dental Services:</b>	\$10,000 maximum per policy term if extended dental option is purchased. \$100 per tooth if extended dental option is not purchased.	\$10,000 maximum per policy term if extended dental option is purchased. \$300 per tooth if extended dental option is not purchased.	80% of U&C Charges/ up to \$10,000 maximum.
<b>Prescription Drugs:</b>	\$50 maximum	\$100 maximum	80% of U&C Charges
<b>Consultant:</b>	\$200 maximum	\$400 maximum	80% of U&C Charges
<b>Replacement of Eye Glasses, Contact Lenses or Hearing Aids:</b>	100% of Usual and Customary Charges	100% of Usual and Customary Charges	100% of U&C Charges

**THIS IS A BLANKET ACCIDENT ONLY POLICY.**

*U.S. Insurance coverage is underwritten by AXIS Insurance Company under group policy form series number BACC-001-0909, et al. Coverage is subject to exclusions and limitations, and may not be available in all US states and jurisdictions. Product availability and plan design features, including eligibility requirements, descriptions of benefits, exclusions or limitations may vary depending on local country or US state laws. Full terms and conditions of coverage, including effective dates of coverage, benefits, limitations, and exclusions, are set forth in the policy.*

*The amount of benefits provided depends upon the plan selected; the premium will vary with the amount of the benefits selected.*

**THIS INSURANCE DOES NOT COORDINATE WITH ANY OTHER INSURANCE PLAN. IT DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL COVERAGE AND IS NOT DESIGNED TO REPLACE MAJOR MEDICAL INSURANCE. FURTHER, THIS INSURANCE IS NOT MINIMUM ESSENTIAL BENEFITS AS SET FORTH UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT.**

## Choose Your Coverage Plan: *One-Time Payment For Accident Coverage*

### PLEASE NOTE - FOR COVERAGE PLANS LISTED BELOW (Except Summer Only Coverage)

**Coverage Effective Date:** A person's coverage takes effect at the later of the date his or her completed student accident enrollment form and premium is received by the company or the effective date of the policy issued to his or her school or school district.

**Coverage Termination Date:** Coverage ends on the earlier of the date his or her coverage has been in force for twelve months or the first day of the next school year. All coverage ceases if the policyholder cancels the policy or when the person ceases to be an eligible person per the definition below. Termination of coverage for any reason will not affect a claim which occurs before coverage ends.

### SUMMER ONLY COVERAGE

**Coverage Effective Date:** A person's coverage takes effect at the later of the date his or her completed student accident enrollment form and premium is received by the company or first day after school year ends.

**Coverage Termination Date:** The first day of the next school year. All coverage ceases if the policyholder cancels the policy or when the person ceases to be an eligible person per the definition below. Termination of coverage for any reason will not affect a claim which occurs before coverage ends.

	With Extended Dental		Without Extended Dental	
<b>24-Hour Accident</b> Around-the-clock. Before, during and after school. Weekends, vacation and all summer including summer school. School sponsored and extracurricular sports excluding High School Football.	Low Option	\$68.00	Low Option	\$59.00
	Middle Option	\$140.00	Middle Option	\$131.00
	High Option	\$358.00	High Option	\$358.00
<b>24-Hour Accident (Summer Only Coverage)</b> Summer begins on the first day after the school year ends. Summer ends the first day of the next school year.	Low Option	\$23.00	Low Option	\$14.00
	Middle Option	\$35.00	Middle Option	\$26.00
	High Option	\$69.00	High Option	\$69.00
<b>At-School Accident</b> During the regular school term, on school premises while school is in session. Direct and uninterrupted travel to and from home and scheduled classes. School Sponsored and supervised activities and sports excluding High School Football. Travel to and from school sponsored and supervised activities and sports while in a school furnished or approved vehicle.	Low Option	\$18.00	Low Option	\$9.00
	Middle Option	\$32.00	Middle Option	\$23.00
	High Option	\$61.00	High Option	\$61.00
<b>Extended Dental (Accident Only)</b> Supplemental coverage extended to students with At-School, 24-Hour or Football Coverage who purchased the Low or Middle Options - Limited to Covered Person's policy effective dates and accident only coverage option selected. Replaces the Low and Middle Options' standard dental coverage with coverage of 80% of Reasonable Charges to a maximum limit of \$10,000 per policy term.				
<b>High School Football (Full Year)</b> Play or practice of regularly scheduled football. Any 9th grade student that plays with the upper grades is required to purchase this coverage.	Low Option	\$119.00	Low Option	\$110.00
	Middle Option	\$190.00	Middle Option	\$181.00
	High Option	\$420.00	High Option	\$420.00
<b>Football High School (Spring Only Rates)</b> For new players who participate in spring training and not already insured under Football Coverage. Sports seasons are defined by your state high school athletic association.	Low Option	\$56.00	Low Option	\$47.00
	Middle Option	\$82.00	Middle Option	\$73.00
	High Option	\$146.00	High Option	\$146.00

## About Your Coverage

1. ELIGIBLE PERSONS: students of the policyholder who enroll and make the required premium contribution for the coverage selected are Eligible Persons under the Policy. Depending on the coverage selected, coverage may continue after graduation and between school years unless the person enrolls at a different school district.
2. The Master Policy is on file with the school district and is a non-renewable policy. The student coverage selected is non-renewable and requires the student to re-enroll each school year.
3. This is a limited benefit policy.
4. COVERAGE EFFECTIVE DATE: Insurance becomes effective for a student who enrolls and makes the required premium contribution on the latest of the following dates:
  - a. the Policy Effective Date;
  - b. the date the Company receives student's completed enrollment form and the required premium payment.

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.
5. COVERAGE TERMINATION DATE: Coverage ends on the earlier of the date: he or she is no longer an Eligible Person, the end of the 1 year coverage term or the date the School's policy ends. All coverage ceases if the policyholder cancels the policy or when person ceases to be eligible. Termination of coverage for any reason will not affect a claim for a Covered Accident that occurs before the termination date.
6. LATE ENROLLMENT: Coverage may be purchased at any time during the school year. There is no premium reduction for any individual who enrolls late in the year.
7. CANCELLATION: Your coverage under the Policy will not be cancelled, and accordingly, premiums may not be refunded after acceptance by the Company.

## Enroll online at:

***www.StudentInsurance-kk.com***

### or by mail using attached enrollment form.

1. Complete and detach the enrollment form.
2. Make check or money order payable to AXIS Insurance Company. Do not send cash. The Company is not responsible for cash payments.
3. Write your child's name on your check or money order.
4. Mail completed enrollment form with payment back to:
 

**K&K Insurance Group,  
P.O. Box 2338  
Fort Wayne, IN 46801-2338**
5. Your cancelled check, credit card billing, or money order stub will be your receipt and confirmation of payment.
6. Keep this brochure for future reference. Individual policies will not be sent to you.

## Privacy Policy

We know that your privacy is important to you and we strive to protect the confidentiality of your nonpublic personal information. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted or required by law. We believe we maintain appropriate physical, electronic and procedural safeguards to ensure the security of your nonpublic personal information.

## Administered by:

K&K Insurance Group, P.O. Box 2338,  
Fort Wayne, IN 46801-2338

## Serviced by:

McGriff Insurance Services  
Phone: 800-476-4339  
Attn: Student Risk Department  
Fax: 888-751-3014  
Email: [StudentRisk@McGriff.com](mailto:StudentRisk@McGriff.com)

 *Cut out card and retain for your records*

## STUDENT INSURANCE CARD

Student's Name \_\_\_\_\_

*If premium has been paid, the student whose name appears above has been insured under a Policy issued to:*

School District: \_\_\_\_\_

Accident Only Coverage:  24-HOUR  24-HOUR (Summer Only Coverage)  
 AT-SCHOOL  FOOTBALL  FOOTBALL (Spring Only)  EXTENDED DENTAL

Paid by Check # \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_

Policy # \_\_\_\_\_

Underwritten by: AXIS Insurance Company  
Claims Questions: K&K Insurance Group, Inc.  
1712 Magnavox Way • Fort Wayne, IN 46801 • 800-237-2917

## COMMON EXCLUSIONS

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the Description of Benefits Section or Conditions of Coverage Section:

1. intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy. The definition of war and acts of war do not include acts of terrorism;
5. flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
6. travel in any Aircraft owned, leased operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
7. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
8. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
9. services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act;
10. operating any type of vehicle or Conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Insured Person has been provided a written warning against operating a vehicle or Conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the Covered Loss occurred;
11. the Insured Person's intoxication. The Insured Person is conclusively deemed to be intoxicated if the level in His blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether He is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the Insured Person's intoxication;
12. an Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;
13. aggravation, during a Covered Activity, of an injury the Insured Person suffered before participating in that Covered Activity unless the Company receives a written medical release from the Insured Person's Physician;
14. participating in any hazardous activities, including the sports of snowmobile, ATV (all terrain or similar type wheeled vehicle), personal watercraft, sky diving, scuba diving, skin diving, hang gliding, cave exploration, bungee jumping, parachute jumping or mountain climbing;
15. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice unless it occurs during treatment of a Covered Injury; or
16. benefits will not be paid for services or treatment rendered by any person who is:
  - a. employed or retained by the Policyholder;
  - b. living in the Insured Person's household;
  - c. an Immediate Family Member, including domestic partner, of either the Insured Person or the Insured Person's Spouse; or
  - d. the Insured Person.

## EXCLUDED EXPENSES

The following will not be considered Medically Necessary Covered Expenses unless coverage is specifically provided:

1. cosmetic surgery, except for reconstructive surgery needed as the result of a Covered Injury;
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment of supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
3. examination or prescriptions for, or purchase, repair or replacement of wheelchairs, braces, appliances, orthopedic braces, or orthotic devices;
4. treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
5. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
6. repair or replacement of existing artificial limbs, eyes and larynx;
7. treatment of an injury resulting from a condition that the Insured Person knew existed on the date of a Covered Accident, unless the Company has received a written medical release from his Physician.

In no event will the Company's total payments for the Insured Person exceed the Total Maximum for all Accident Medical Benefits shown in the Schedule of Benefits. Other Exclusions that apply to this Benefit are in the Common Exclusions Section.

## ACCIDENT ONLY DEFINITIONS:

**Covered Injury** means Accidental bodily injury:

1. which is sustained by an Insured Person as a direct result of an unintended, unanticipated Covered Accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force;
2. which results directly and independently from all other causes from a Covered Accident; and
3. which occurs while such person is participating in a Covered Activity. The Covered Injury must be caused through Accidental means. All injuries sustained by an Insured Person in any one Covered Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.

**Accident or Accidental:** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.

**Covered Expenses:** means expenses actually incurred by or on behalf of an Insured Person for treatment, services and supplies covered by this Policy. A Covered Expense is deemed to be incurred on the date treatment, service or supply that gave rise to the expense or the charge, was rendered or obtained.

**Medically Necessary:** means medical services that:

1. are essential for diagnosis, treatment or care of the Covered Injury for which it is prescribed or performed;
2. meets generally accepted standards of medical practice; and
3. are ordered by a Physician and performed under His care, supervision or order.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:

Covered Loss must occur within 365 days of the Covered Accident. Not more than the Aggregate Limit of \$500,000 will be paid for all Covered Losses, Covered Accidents and Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the Conditions of Coverage. This Aggregate Limit is payable only once, should more than one Condition of Coverage apply, We will pay the greater amount. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit.

COVERED LOSS	BENEFIT AMOUNT
Loss of Life	\$10,000
Loss of Two or More Hands or Feet	\$10,000
Loss of Sight of Both Eyes	\$10,000
Loss of Speech and Hearing (in Both Ears)	\$10,000
Loss of One Hand or Foot and Sight in One Eye	\$10,000
Loss of One Hand or Foot	\$5,000
Loss of Sight in One Eye	\$5,000
Loss of Speech	\$5,000
Loss of Hearing (in Both Ears)	\$5,000
Loss of Hearing in One Ear	\$2,500
Loss of Thumb and Index Finger of the same Hand	\$2,500
Exposure and Disappearance	Included



# **IMPORTANT NOTICE - FRAUD WARNING**

- **In General, and specifically for residents of Arkansas, Illinois, Louisiana, Rhode Island and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **For Residents of Alabama:** 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 restitution fines and confinement in prison, or any combination thereof.
- **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 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.
- **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 or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- **For residents of the District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- **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 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 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 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.
- **For residents of New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- **For residents of New Mexico:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
- **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 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.
- **For residents of 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.
- **For residents of Oregon:** Any person who knowingly and 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 may be guilty of a crime and may be subject to fines and confinement in prison.
- **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 thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- **For residents of Texas:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
- **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 false or deceptive statement may have violated state law.