Agent Name:

Phone:



# Recover Cash Short-Term Care Insurance

# APPLICANT INFORMATION PACKET Colorado

# REQUIRED TO LEAVE WITH APPLICANT

# **INCLUDES**:

- MEDDUP-2-CO Medicare Duplication Notice
- OCG1181-CO (R11-21) Outline of Coverage
- · HIPAA- Notice of Privacy Practices
- E-CONSENT- Electronic Delivery and Communications Disclosure
- FCRA & PRIVACY ACT Pre-Notification

# IMPORTANT NOTICE TO PERSONS ON MEDICARE THIS IS NOT MEDICARE SUPPLEMENT INSURANCE

# THIS INSURANCE DUPLICATES SOME MEDICARE BENEFITS

Some health care services paid for by Medicare may also trigger the payment of benefits from this policy.

This insurance provides limited benefits, if you meet the policy conditions, for expenses relating to the specific services listed in the policy. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

Medicare generally pays for most or all of these expenses.

Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:

- Hospitalization
- Physician services
- Outpatient prescription drugs if you are enrolled in Medicare Part D
- Other approved items and services

This policy must pay benefits without regard to other health benefit coverage to which you may be entitled under Medicare or other insurance.

# Before You Buy This Insurance

- √ Check the coverage in **all** health insurance policies you already have.
- √ For more information about Medicare and Medicare Supplement insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.
- √ For help in understanding your health insurance, contact your state insurance department or state health insurance assistance program (SHIP).

1275 MILWAUKEE AVENUE, GLENVIEW, IL 60025 (800) 338-7452

# RECOVER CASH SHORT-TERM NURSING HOME CARE INDEMNITY INSURANCE POLICY

**OUTLINE OF COVERAGE** 

For Policy Form G1181-CO With Optional Rider Forms RG21HHC, RG21CG, RG11IPB and RG11IPG

**CAUTION:** The policy was issued based on your answers to the questions on your application. A copy of your application will be attached to your policy. If your answers are incorrect or untrue, we may have the right to deny benefits or rescind your policy. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact us within 30 days at 1275 Milwaukee, Glenview, Illinois 60025.

If you have any questions concerning this coverage, or if we can be of any assistance, please call us at 1-800-338-7452.

#### NOTICE TO BUYER

THE POLICY MAY NOT COVER ALL OF THE COSTS ASSOCIATED WITH SHORT-TERM NURSING HOME CARE INCURRED BY THE BUYER DURING THE PERIOD OF COVERAGE. THIS IS A LIMITED POLICY. THE BUYER IS ADVISED TO REVIEW CAREFULLY ALL POLICY LIMITATIONS AND EXCEPTIONS.

## POLICY DESIGNATION

The policy is an individual policy of insurance.

# PURPOSE OF OUTLINE OF COVERAGE

This outline of coverage provides a very brief description of some of the important features of your policy. This is not the insurance contract and only the actual policy will control the rights and obligations of the parties to it. The policy itself sets forth in detail those rights and obligations applicable to both you and your insurance company. It is very important, therefore, that you **READ YOUR POLICY CAREFULLY**.

**GUARANTEED RENEWABLE** This means you have the right, subject to the terms of your policy, to continue the Policy as long as you pay your premium on time. We cannot change any of the terms of your policy on our own, except that, in the future, WE MAY INCREASE THE PREMIUM YOU PAY. We may change your premium by giving you at least thirty-one (31) days prior written notice. We can only do this when we change the premiums for all policies of this class in the state where you live.

# TERMS UNDER WHICH THIS POLICY MAY BE RETURNED AND PREMIUM REFUNDED

First 30 days: If you return the policy to us or to our agent to be canceled within 30 days of receiving it, we will pay you all premium paid for the policy. After the policy has been returned it will be considered to have never been issued.

After the first 30 days: You may still terminate this coverage if you send written notice. We will end the coverage effective upon receipt or on a later date if specified in the notice. The termination will not affect any claim which was covered prior to the effective date of termination.

In the event of your death, we will refund any premium paid for a period beyond the date of your death.

# THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

If you are eligible for Medicare, review the *Guide to Health Insurance for People with Medicare* available from us. Neither Guarantee Trust Life Insurance Company nor its agents represent Medicare, the federal government or any state government.

# LIMITED BENEFIT HEALTH INSURANCE COVERAGE

Policies of this category are designed to provide persons insured with limited or supplemental coverage. The policy provides coverage on an indemnity basis for covered short-term nursing home and assisted living facility care. All benefits are subject to the limitations and exceptions described in the policy.

# BENEFITS PROVIDED BY THE POLICY

Elimination Period:	days
Benefit Period:	_ days
Daily Benefit Amount: \$	
Maximum Benefit Period:	Equal to 2 Benefit Periods

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# QUALIFYING FOR BENEFITS AND BENEFIT LIMITATIONS

# A. QUALIFYING FOR BENEFITS

Before benefits will be payable for Nursing Home Care or Assisted Living Facility Care (each, as defined below):

- 1. A Licensed Health Care Practitioner must certify that the services received for such Nursing Home Care or Assisted Living Facility Care, as applicable and each as available under this policy, are needed pursuant to a Plan of Care:
- 2. You have a Functional Disability; and
- 3. You satisfy the Elimination Period, if any.

In addition to satisfying the above contingencies and before benefits will be payable for Bed Reservation (as defined below):

- 1. You must be admitted to a Hospital directly from the Nursing Home or Assisted Living Facility in which You were previously receiving Nursing Home Care or Assisted Living Facility Care;
- 2. You must be Hospital Confined;
- 3. You must return directly to the Nursing Home or Assisted Living Facility immediately after your Hospital Confinement ends and within the Benefit Period; and
- 4. You must incur charges from the Nursing Home or Assisted Living Facility for reserving your room or board at the respective Nursing Home or Assisted Living Facility, while you were Hospital Confined.

We may periodically review the necessity of care and treatment. Our review, for example, may include: (a) diagnosis, symptoms, complaints, and complications of a condition; (b) the reason for the services being rendered; (c) a Licensed Health Care Practitioner's orders; (d) schedule of treatment; (e) physical limitations and impairments; and (f) the objectives of the Licensed Health Care Practitioner's Plan of Care.

## **B.** LIMITATION ON BENEFITS

Subject to the Qualifying For Benefits and Benefit Limitations provision, we'll pay the Daily Benefit Amount for all Covered Care available under this policy. We'll pay for such Covered Care received during Any One Period of Care.

We won't pay more than the number of Benefit Period days, as shown in the policy schedule, during Any One Period of Care for all benefits available under this policy. Any One Period of Care can only be restored once during the life of the policy. Any days which remain unpaid during Any One Period of Care cannot be carried forward and added to the Benefit Period of the next Any One Period of Care. We won't pay benefits for more days than are available under the Maximum Benefit Period during the life of the policy.

We won't pay benefits for more than 10 days of Bed Reservation during any applicable Benefit Period. We won't pay benefits for more than 20 days of Bed Reservation during the life of the policy.

Covered Care is incurred on the date the service or treatment is given or the supply is bought. Covered Care must be incurred while this coverage is in force.

# C. COVERED CARE MEANS:

- 1. Nursing Home Care
  - Nursing Home Care means room, board, treatments, services and supplies provided for each day of care during a Nursing Home stay for all levels of care (skilled, intermediate, or custodial).
- 2. Assisted Living Facility Care
  - Assisted Living Facility Care means room, board, treatments, services and supplies provided for each day of care during a stay in an Assisted Living Facility.
- 3. Bed Reservation
  - Bed Reservation means the room and board services provided by a Nursing Home or Assisted Living Facility, for which you incur a charge, while you are temporarily away from such Nursing Home or Assisted Living Facility due to Hospital Confinement.

We will only pay one Daily Benefit Amount on any day you incur Nursing Home Care, Assisted Living Facility Care, and/or Bed Reservation services on the same day.

# **DEFINITIONS**

**Activities of Daily Living** means the following (6) basic activities of daily living:

- 1. **Bathing** means washing oneself by sponge bath in either a tub or shower, including the task of getting into or out of the tub or shower.
- 2. **Continence** means the ability to maintain control of bowel or bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- 3. **Dressing** means the ability to put on or take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 4. **Eating** means the ability to feed oneself by getting food into the body from a receptacle (e.g., plate, cup, table) or by a feeding tube or intravenously.
- 5. **Toileting** means the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- 6. Transferring means the ability to move into or out of a bed, chair or wheelchair without assistance.

**Cognitive Impairment** means a deterioration or loss in intellectual capacity which requires Substantial Supervision to protect oneself from threats to health and safety. Cognitive Impairment is measured by clinical evidence and standardized tests that reliably measure impairment in one's: (1) short or long-term memory; (2) orientation as to people, places, or time; and (3) deductive or abstract reasoning.

Such loss of intellectual capacity can result from the following covered conditions: Alzheimer's Disease, Parkinson's Disease, senile dementia or other nervous or mental disorders of organic origin.

# Functionally Disabled/Functional Disability means an Insured who is:

- 1. unable to perform at least 2 Activities of Daily Living without human assistance or supervision; or
- 2. requires Substantial Supervision to protect such individual from threats to health and safety due to Cognitive Impairment.

# **EXCEPTIONS**

We won't pay for treatment, care, services or supplies which are:

- 1. due to war or act of war whether declared or not;
- 2. due to intentionally self-inflicted Injury while sane or insane;
- 3. for services or supplies provided by a member of the Immediate Family; an individual who normally resides with you on a regular basis; or in a facility owned or operated by a member of the Immediate Family;
- 4. for services and supplies not included in your Plan of Care;
- 5. for which no charge is customarily made in the absence of insurance;
- 6. for personal, comfort or convenience items furnished at the Insured's request, such as television, radio, or telephone;
- 7. for care received outside the United States or its territories; or
- 8. for alcoholism, drug addiction, or chemical dependency, unless as a result of a medication prescribed by a Doctor.

# PRE-EXISTING CONDITIONS LIMITATION

Coverage under the policy is subject to a pre-existing conditions limitation. Pre-existing conditions are those medical conditions disclosed or not disclosed on the application for which medical advice or treatment was recommended or received from a Doctor within 6 months prior to the Effective Date of your coverage.

Any loss due to a pre-existing condition isn't covered unless the loss begins more than 6 months after the Effective Date of coverage.

# THE POLICY MAY NOT COVER ALL OF THE EXPENSES ASSOCIATED WITH YOUR NURSING HOME NEEDS

#### RELATIONSHIP OF COST OF CARE AND BENEFITS.

Because the costs of nursing home services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted. Your benefits will not increase unless you elect one of the optional Inflation Protection Benefit Riders. There is an additional premium for this option.

## DENIAL OF APPLICATION.

Guarantee Trust Life Insurance will refund any premiums within 30 days of denial of an application.

## **OPTIONAL RIDERS**

## SHORT-TERM HOME HEALTH CARE BENEFIT RIDER – FORM RG21HHC

Before the Home Health Care Weekly Benefit Amount will be payable for an Insured's Covered Home Health Care:

- 1. A Licensed Health Care Practitioner must certify that the Covered Home Health Care is needed because the Insured has a Functional Disability as defined within this rider;
- 2. Covered Home Health Care is provided by a Home Health Care Practitioner in accordance with a Plan of Care; and
- 3. You satisfy the Home Health Care Elimination Period, if any.

Covered Home Health Care means medical and non-medical services and/or treatments (as described below) provided to you, in strict accordance with a Plan of Care, by a Home Health Care Practitioner in your Home. Medical and non-medical services and treatments include nursing care, physical therapy, occupational therapy, speech therapy, nutritionist services, meal preparation, laundry, light housekeeping, shopping for food, medications or medical supplies, and transportation to and from appointments. Covered Home Health Care does not include medical and non-medical services and/or treatments rendered, or provided, by a member of your Immediate Family. Covered Home Care must occur while this rider is in force. Any service and/or treatment provided prior to the Effective Date of this rider, or after this rider has terminated, is not Covered Home Care.

# Functionally Disabled/Functional Disability means an Insured who is:

- 1. Unable to perform at least 2 Activities of Daily Living without human assistance or supervision; or
- 2. Requires Substantial Supervision to protect such individual from threats to health and safety due to Cognitive Impairment.

Home Health Care Practitioner means an individual who is qualified to provide Covered Home Health Care. A Home Health Care Practitioner includes the following: a home health aide; a provider of medical or social services; a registered professional nurse (RN); a licensed practical nurse (LPN); a licensed vocational nurse (LVN); a licensed speech therapist or audiologist; a licensed respiratory therapist; a licensed physical therapist; a licensed chemotherapy specialist; or a licensed nutritional therapist. A Home Health Care Practitioner whose specialty is not listed here may be used if approved by us prior to the practitioner providing the service. A Home Health Care Practitioner:

- 1. Must be licensed in the state, or recognized as such by the state in which the care is given;
- 2. May not be an Insured;
- 3. May not reside at your address;
- 4. Must present a charge for the care given which you are legally obligated to pay; and
- 5. Must be employed or contracted by a Home Health Care Agency.

## BENEFITS PROVIDED BY THE HOME HEALTH CARE RIDER

Home Health Care Elimination Period:days
Home Health Care Weekly Benefit Amount: \$
Home Health Care Benefit Maximum:weeks
Home Health Care Benefit Lifetime Maximum:weeks
Adding this benefit to your policy will increase your policy premium by

#### LIMITATIONS ON HOME HEALTH CARE BENEFITS

In addition to the exceptions contained within the policy, we will not pay benefits under this rider for:

- 1. Services or treatments provided prior to the Effective Date of this rider;
- 2. Services or treatments provided after the termination of this rider;
- 3. Services or treatments provided outside a Period of Care;
- 4. Services or treatments provided by an individual for which benefits are payable under your policy or any other rider attached to your policy;
- 5. Services or treatments which are inconsistent with, or not included within, the Plan of Care;
- 6. Services or treatments provided during Weeks in which you do not receive at least three (3) Covered Home Health Care service or treatment visits of at least one (1) hour per visit;
- 7. Services or treatments which are the result of a pre-existing condition in accordance with the policy's provisions relating to pre-existing conditions; or
- 8. Services or treatments provided by a Home Health Care Agency that is owned, or operated, by a member of your Immediate Family or has a financial interest or business relationship with you or your Immediate Family.

#### CAREGIVER BENEFIT RIDER – FORM RG21CG

Before the Caregiver Benefit Amount will be payable under this rider:

- 1. A Licensed Health Care Practitioner must certify that the Covered Home Care services are needed because you have a Functional Disability or are Functionally Disabled as defined within this rider;
- 2. You must undergo, and complete, an Assessment with a Qualified Caregiver Support Provider;
- 3. We must receive a copy of the Tailored Caregiver Plan of Care developed as a result of the Assessment; and
- 4. You must be receiving Covered Home Care.

**Assessment** means the process by which a Qualified Caregiver Support Provider, in cooperation with a Caregiver, develops a Tailored Caregiver Plan of Care that the Caregiver must comply with while performing your Covered Home Care.

Caregiver means a member of your Immediate Family, or other person, who, on a day-to-day basis, provides at least one (1) hour of Covered Home Care directly to you in your Home. A Caregiver does not include a person who qualifies as a Home Health Care Practitioner, as defined by the Short-Term Home Health Care Benefit Rider, if such rider is attached to your policy.

Covered Home Care means medical and non-medical services and/or treatments (as described below) provided to you, in strict accordance with a Tailored Caregiver Plan of Care, by a Caregiver in your Home. Medical and non-medical services and treatments include nursing care, physical therapy, occupational therapy, speech therapy, nutritionist services, meal preparation, laundry, light housekeeping, shopping for food, medications or medical supplies, and transportation to and from appointments. Covered Home Care is incurred on the date the service and/or treatment is provided. Covered Home Care must occur while this rider is in force. Any service and/or treatment provided prior to the Effective Date of this rider, or after this rider has terminated, is not Covered Home Care.

# Functionally Disabled/Functional Disability means an Insured who is:

- 1. Unable to perform at least 2 Activities of Daily Living without human assistance or supervision; or
- 2. Requires Substantial Supervision to protect such individual from threats to one's health and/or safety due to Cognitive Impairment.

**Qualified Caregiver Support Provider** means an entity who utilizes a caregiver support platform that has been reviewed, and determined to be an evidence-based program, by the U.S. Department of Health and Human Services.

# BENEFITS PROVIDED BY THE CAREGIVER RIDER

Caregiver Benefit Amount: \$ 3,500

Caregiver Benefit Lifetime Maximum: \$ 7,000

# LIMITATIONS ON CAREGIVER BENEFITS

In addition to exceptions contained within the policy, we will not pay the Caregiver Benefit Amount under this rider for:

- 1. Services or treatments provided prior to the Effective Date of this rider;
- 2. Services or treatments provided after the termination of this rider;
- 3. Services or treatments provided outside a Period of Care;
- 4. Services or treatments provided by an individual for which benefits have been paid under your policy or any other rider attached to your policy;
- 5. Services or treatments which are inconsistent with, or not included within, the Tailored Caregiver Plan of Care;
- 6. Services or treatments provided during Days in which you do not receive at least one (1) hour of Covered Home Health Care;
- 7. Services or treatments which are the result of a pre-existing condition in accordance with the policy's provisions relating to pre-existing conditions; or
- 8. Services or treatments resulting from an Assessment completed by a Qualified Caregiver Support Provider that is (1) owned, or operated, by a member of your Immediate Family or (2) a business entity that you or your Immediate Family have a financial interest in or business relationship with.

# SIMPLE INCREASING INFLATION PROTECTION BENEFIT RIDER – FORM RG11IPB

We will increase your initial Daily Benefit Amount by 5% on each policy anniversary. The initial Daily Benefit Amount and the Inflation Period are shown on the Policy Schedule. Each 5% increase will be added to the Daily Benefit Amount then in effect.

Adding this benefit to your policy will increase your po	olicy premium by
Daily Benefit Amount for Any One Period of Care by 5 on the Policy Schedule.) On each subsequent policy a Amount for Any One Period of Care (which includes	policy to which it is attached is in force, we will increase your initial 5%. (The Daily Benefit Amount for Any One Period of Care is shown universary, we will continue to increase your current Daily Benefit prior year(s) increases) by 5%. These increases will continue to take od specified on the Policy Schedule. The increases occur whether or
Adding this benefit to your policy will increase your po	olicy premium by
INSURED FOR THE FAVORABLE TAX TREA	DEMNITY INSURANCE POLICY DOES NOT QUALIFY THE ATMENT PROVIDED FOR IN THE INTERNAL REVENUE ED BY "THE HEALTH INSURANCE PORTABILITY AND
lifetime, unless otherwise stated in the rider, by paying	ay keep this policy, and riders if attached, in force during your entire ng the renewal premium at the intervals available to you at time of date or during the 31 days that follow. We cannot cancel or refuse to pay your premiums on time.
	ange the premium rates for this policy/riders by giving you at least 31 premium. We can only change the premium if we change it for all
PREMIUM. Total annual policy premium for coverage that you app	plied for is:
COVERAGE	
Policy	\$
Short-Term Home Health Care Benefit Rider	\$
Caregiver Benefit Rider	\$
Inflation Protection Benefit Rider	\$
Policy Fee	\$

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TOTAL \$\_\_\_\_\_

# NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice tells you the different ways in which Guarantee Trust Life Insurance Company ("GTL") may use and disclose your protected health information.

Among other things, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires us to:

- Maintain the privacy of your protected health information.
- Provide notice of GTL's legal duties and privacy practices with respect to your protected health information.
- Comply with the terms of the Notice currently in effect; and
- Provide you with this Notice.

You have a right to a paper copy of this Notice which will be provided to you upon request, even if this Notice was provided to you electronically.

**Protected health information** is information about you that is either held or transmitted by GTL, including demographic information, that identifies you (or can reasonably be used to identify you), and that relates to (i) your past, present or future physical or mental health or condition, (ii) the provision of health care to you, or (iii) the past, present or future payment for the provision of health care to you.

GTL understands that your protected health information is personal. We protect the privacy of that information in accordance with all federal and state privacy laws. If a use or disclosure of protected health information described within this Notice, which is required by federal law, is prohibited or materially restricted by state law, GTL will abide by the more stringent law.

# USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION WITH YOUR WRITTEN AUTHORIZATION

GTL will not use or disclose your protected health information without your written authorization unless the use or disclosure is described within this Notice.

If you have given us written authorization to use or disclose your protected health information, you have the right to revoke that authorization, at any time, except to the extent that: (1) we have already acted in reliance on the authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, other law provides us with the right to contest a claim under the policy or the policy itself. Your written request to revoke an authorization should be directed to the address listed in the "Contact Information" section below.

# USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION WITHOUT YOUR WRITTEN AUTHORIZATION

# For Payment

We may request, use and disclose your protected health information, as needed, to determine or fulfill our responsibility for coverage and reimbursement for the provision of benefits under your health plan. This may include, but is not limited to:

- determinations of eligibility of coverage (including coordination of benefits with other insurers or the determination of cost sharing amounts) and adjudication or subrogation of health benefit claims;
- risk adjusting based on enrollee health status and demographic characteristics;
- billing, claims management, collection activities, obtaining payment under a contract for reinsurance;
- review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care or justification of charges;
- utilization review activities, including pre-certification and pre-authorization of services, concurrent and retrospective review of services;

• disclosure to consumer reporting agencies of any of the following protected health information relating to collection of premiums or reimbursement: name and address; date of birth; social security number; payment history; policy/account number; and name and address of the health care provider and /or health plan.

For example, if your coverage has a coordination of benefits or other type of cost sharing provision, we may request and disclose protected health information about you to the other health plan carrier to determine the benefits due under the terms of your health plan with us. We may also contact your provider regarding your medical treatments and request details to determine if your coverage will pay for the treatments.

## For Health Care Operations

We may use and disclose protected health information about you to support our business operations or the business operations of another insurer. These uses and disclosures are necessary to run the company and make sure all of our policyholders receive the services and benefits provided by their health plan coverage. These activities include, but are not limited to:

- underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, however, we are prohibited from using or disclosing genetic information about you for underwriting purposes;
- ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance);
- conducting or arranging for medical review, legal services, and auditing functions, including fraud investigations;
- business planning and development, such as conducting cost-management studies and analyses related to managing and operating the company, including development or improvement of methods of payment or coverage policies; and
- business management and general administrative activities of the company, including, but not limited to:
  - o customer service, including the provision of data analyses for policyholders, plan sponsors, or other customers;
  - o resolution of internal grievances; and
  - o the offer of an enhancement or upgrade to your existing coverage.

# To Individuals Involved in Your Care

We may use and disclose your protected health information with your family, friends, personal representative or other individual you identify who are involved in your care or payment of a claim, unless you object. In addition, GTL may use and disclose your protected heath information to persons requesting such information if we can reasonably infer from the circumstances that you would not object to the disclosure. If you are not available to give your consent to a disclosure, or in an emergency, we may disclose your protected health information that is directly relevant to such person's involvement in your care or payment for such care.

## **To Our Business Associates**

We may also share your protected health information to an affiliate or business associate outside of GTL if they need protected health information in order to provide services to us (e.g., billing, claim adjudication and underwriting services.) Whenever an arrangement between GTL and a business associate involves the use or disclosure of your protected health information we will have a written contract that sets forth the terms regarding the use and disclosure of your protected health information and will require them to follow the HIPAA rules relating to the protection of protected health information.

# For Other Uses and Disclosures

In addition to the above, we are permitted or required by law to use or disclose your protected health information, without your permission, for the following:

- Lawsuits and Disputes: If you are involved in a lawsuit or a dispute, we may disclose protected health information about you in response to a court or administrative order. We may disclose protected health information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.
- Law Enforcement: We may release medical information if asked to do so by a law enforcement official in response to a court order, subpoena, warrant, summons, or similar process. We may also disclose your protected health information if we suspect child abuse or neglect; we may also disclose your protected health information if we believe you to be a victim of abuse, neglect, or domestic violence.

• **Health Oversight Activities:** We may disclose protected health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

# YOUR RIGHTS REGARDING PROTECTED HEALTH INFORMATION ABOUT YOU

You have the following rights with respect to the protected health information we maintain about you.

You have the right to inspect and copy your protected health information. This means you may inspect and obtain a copy of protected health information about you that is contained in a designated record set for as long as we maintain the protected health information. To inspect and copy protected health information that may be used to make decisions about you, you must submit your request in writing to us or to the business associate who maintains the medical information. If we would prefer to send you a summary or explanation of your medical information rather than the actual records, we may do so only with your consent and your agreement in advance to the fees imposed, if any. You may request your records be in paper or electronic format. We may charge a fee for the costs of copying, mailing or other supplies associated with mailing or copying your protected health information. We may deny your request in whole or in part to inspect and copy records in certain circumstances. If you are denied access to medical information, we will provide a written notice explaining the basis for the denial. You may also request that the denial be reviewed. Such request for review will either be approved or denied based on the grounds for denial. If the initial denial is reviewable, the person conducting the review will not be the same person who denied your original request. We will comply with the determination of the representative performing the review.

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of payment or health care operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice. Your request must state the specific restriction requested and to whom you want the restriction to apply. We are not required to agree to a restriction that you may request and we retain the right to terminate an agreed to restriction. Such termination is only effective with respect to protected health information created or received after GTL has informed the individual of its termination of the restriction. Additionally requesting certain limitations may affect payment of benefits under your health plan. To request restrictions, you must make your request in writing to our Customer Service Department. In your request, you must tell us: (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

You have the right to request and receive confidential communications. We will accommodate reasonable requests to send your protected health information to you at a different address, or other method of contact. We will not request an explanation from you as to the basis for the request. For example, you can ask that we only contact you at work or by mail. Requests for confidential communications must be made in writing, signed by you and sent to GTL. Your request must specify how or where you wish to be contacted.

You have the right to request an amendment of your protected health information. You may request an amendment of your health information contained in a designated record set for as long as the information is kept by GTL or any of our business associates. To request an amendment, you must send us your request in writing to the address included in the "Contact Information" section below, giving details of your request and why you are making it. If we deny your request for amendment in whole or in part, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement. We will provide you with a copy of any such rebuttal. In certain cases, we may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that: (1) was not created by us, unless the person or entity that created the information is no longer available to make the amendment; (2) is not part of the designated record set kept by us; (3) is not part of the information which you would be permitted to inspect and copy; or (4) is accurate and complete.

<u>You have the right to receive an accounting of certain disclosures</u>. You have the right to request an accounting of most disclosures of protected health information made by us during the six years prior to the date the accounting is requested, subject to certain exceptions. Your request must be in writing. If you request such an accounting more than once in a 12-month period, we may charge a cost-based reasonable fee.

<u>You have the right to be notified following a breach of unsecured protected health information.</u> You have the right to and will receive a notification of a breach of your unsecured protected health from GTL, or one of its business associates.

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## **COMPLAINTS**

If you believe your privacy rights have been violated, you may file a complaint in writing to us at the address shown below in the "Contact Information" section. You may also file a complaint in writing with the Secretary of the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

# THIS NOTICE IS SUBJECT TO CHANGE

We reserve the right to change the terms of this Notice and our privacy policies at any time. If we do, the new terms will be effective for all protected health information maintained by us, including protected health information received by GTL before the effective date of the new terms. If we do revise our privacy notice, a copy of the new notice will be posted on our web site at <a href="https://www.gtlic.com">www.gtlic.com</a> and/or sent to you if the changes are material.

## EFFECTIVE DATE

This Notice is effective September 23, 2013.

## **CONTACT INFORMATION**

If you have questions regarding this Notice or require further information, you may contact our Customer Service Department at 1-800-338-7452. Any written complaints should be directed to Guarantee Trust Life Insurance Company, Attention: Privacy Office, 1275 Milwaukee Avenue, Glenview, Illinois 60025.

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# **Consent for Use of Electronic Records and Electronic Signatures**

# PLEASE PRINT AND SAVE A COPY OF THIS DOCUMENT FOR YOUR RECORDS

In connection with your application for, or administration of, insurance underwritten by Guarantee Trust Life Insurance Company ("GTL"), you are consenting to the use of Electronic Signatures and Electronic Records. As part of your consent to the use of Electronic Signatures and Electronic Records you acknowledge that you: (1) understand the terms and conditions of receiving insurance documents, disclosures and other communications electronically; (2) have the necessary hardware and software that allow you to receive and view Electronic Records; (3) have a valid active email account\*; and (4) are responsible for accessing, opening, and reading communication GTL sends or makes available to you in electronic format. GTL will consider electronic communication to be received by you upon successful delivery to the designated email address you provide. You also acknowledge that your Electronic Signature is legally binding and enforceable and is the legal equivalent of your handwritten signature.

\*An active email address is <u>not</u> required for viewing and / or downloading a copy of your insurance coverage from GTL's secure website.

GTL is required by law to provide you with the following information relative to (i) electronic delivery of disclosures, notices and other electronic communications (collectively, "Electronic Records") and (ii) Electronic Signature.

# **Types of Electronic Records Covered by This Consent**

Unless you request otherwise, documents that form our insurance relationship will be provided to you electronically. Electronic Records include, but are not limited to:

- Application(s) and related forms
- Policy or certificate insurance fulfillment documents
- Disclosures and notices, where required by state and / or federal law
- Customer service forms and claim forms
- Responses to customer service or claim-related communications initiated by GTL or you

Your consent does not apply to policy lapse or termination notices.

# What You Need in Order to Receive or View Electronic Records

In order to access and view communications and documents GTL makes available to you electronically, you must:

- Have access to the internet and be able to view, save and print Portable Document Files (PDF) using software such as Adobe Acrobat Reader. Adobe Acrobat Reader can be downloaded for free at <a href="http://get.adobe.com/reader/">http://get.adobe.com/reader/</a>
- Maintain a valid active email address. It is your responsibility to provide GTL with
  your complete and accurate email address, as well as provide prompt notification of
  any change to it. To ensure Electronic Records are not blocked in email or spam filters,
  please add GTL's domain, gtlic.com, to your safe sender list.

# **Your Right to Request Paper Copies**

To ensure you have them when you need them, it's recommended that you print copies of the Electronic Records GTL makes available to you, or save them to your personal computer or other electronic device. However, you may request a paper copy of any Electronic Record listed above free of charge. Except where prohibited by law, GTL may charge a nominal fee for additional copies requested after the first. Your request can be sent in writing, by phone, or email as indicated in the Company Contact Information, shown below.

# **Right to Send Paper**

GTL reserves the right to provide paper copies in lieu of Electronic Records. This would be done in the event of, but not limited to, a system outage, if fraud is suspected, or where the designated email address you have provided does not accept emails from GTL.

# **Changes to the Terms and Conditions of Electronic Communication**

GTL reserves the right to modify the terms and conditions stated herein. GTL will provide you with notice electronically of such change, its effective date, and your choices under the new terms and conditions.

# **Withdrawal of Consent**

You may elect to withdraw your consent for Electronic Records at any time by contacting us in writing, by phone, or through the Policyholder - Customer Service link on GTL's website. Please see the Company Contact Information below.

# **Company Contact Information**

1. Write us at...

Guarantee Trust Life Insurance Company ATTN: Policyholder Service 1275 Milwaukee Avenue Glenview, IL 60025

2. Call us toll-free at...

1-800-338-7452

3. Contact us by email by visiting our website...

Go to <a href="www.gtlic.com">www.gtlic.com</a>. Click on the Customer Service tab at the top of the screen and choose Customer Support. In the Customer Support site there is a Contact Us option you may use to email us your request.

# PLEASE GIVE TO PROPOSED INSURED

## PRE-NOTICE TO PROPOSED INSURED

I understand that the insurance applied for shall not become effective until: a) approved and issued by GTL; and b) I have been furnished written notice of the effective date. If applicable, I have received the Guide to Health Insurance for people with Medicare and the Outline of coverage.

# DO NOT CANCEL EXISTING COVERAGE UNTIL YOU RECEIVE WRITTEN NOTICE OF APPROVAL FROM GTL

In completing this application for insurance, it is understood that an investigative consumer report may be made whereby information is obtained through personal interviews with third parties such as family members; business associates; financial sources; friends; neighbors; or others with whom you are acquainted. This inquiry includes information as to your character; general reputation; personal characteristics; and mode of living, whichever may be applicable. You have the right to make written request within a reasonable time period for a disclosure of additional information concerning the nature and scope of the investigation. (See Disclosure Notice.)

#### NOTICE TO APPLICANT

# Fair Credit Reporting Act and Privacy Act Pre-Notification

The application you completed for insurance with us, in most cases, gives us all the information we need. In certain cases, we may need more information.

If we need more information, we may get it by talking to other persons you know including, but not limited to, your agent or other insurance companies you have applied to. We may ask an independent "consumer reporting agency" to help us verify facts or get additional facts.

We may collect information covering your health, job and financial situation, as well as your character, general reputation and mode of living. We will not collect information relating to your sexual orientation.

The personal information we obtain about you is treated as confidential and will not be disclosed to other persons or organizations without your written authorization except to the extent necessary, as permitted by law, for the conduct of our business. But any information collected by a "consumer reporting agency" may be shared by the agency with others who use such information, but only to the extent which the Fair Credit Reporting Act permits.

You have a right of access, and right of correction, concerning recorded personal information obtained in our file. In order to exercise these rights, you must contact us in writing requesting access or correction. You have no access right to privileged information. If we use a "consumer reporting agency," you have the right to: (1) ask to talk to them and (2) ask them about their report. You may write us for the name and address of the agency. This paragraph is not intended as a complete description of your right access and correction. If you would like a more complete description of our insurance information and Privacy Protection Practices, please write Guarantee Trust Life Insurance Company, 1275 Milwaukee Avenue, Glenview, IL 60025.

#### **NOTICE OF INFORMATION PRACTICES**

GTL will need to obtain data about you and other persons proposed for insurance prior to issuing your coverage. Some data will be obtained from you and some from other sources. That data and any data that is collected at a later date, may in some cases be disclosed to third parties without your specific consent subject to the Company's privacy policies. You have the right of access and correction to data received about you. But, data about a claim or a civil or criminal proceeding is excepted. Details on these procedures will be furnished on request.

Guarantee Trust Life Insurance Company 1275 Milwaukee Avenue Glenview, Illinois 60025