



New Agent Guide

Rev. 03/19

Guarantee Trust Life Insurance Company

1275 Milwaukee Ave. • Glenview, IL 60025 • 800-323-6907 • agency@gtlic.com • www.gtlic.com

Table of Contents

Welcome.....	3
Contact Information.....	4
Online Agent Communication Information.....	5
New Business Procedures/Underwriting Requirements.....	6
How to Submit New Business.....	7
Rewrites/Reinstatement Procedures	8
Telephone Consumer Protection Act (Do-Not-Call/Do-Not-Fax)	9
Agent Market Conduct.....	12
GTLPrivacyNotice Form GTLPN-I(2)	13
HIPAA Notice of Privacy Practices	14

Welcome to GTL

On behalf of Guarantee Trust Life Insurance Company and the entire Health and Life Sales Department, we would like to welcome you! We pride ourselves in giving the best possible service to all of our agents and we look forward to working with you.

Please read all of the following pages in this New Agent Guide as you are responsible for understanding all of the information. If you have any questions, please contact the appropriate department listed on page 4 of this guide.

Sincerely,

The Health and Life Sales Department

General Contact Information

Website: www.gtlic.com

Mailing Address: 1275 Milwaukee Ave. Glenview, IL 60025

Department	E-mail Address	Phone	Fax	P.O. Box
Sales Support	agency@gtlic.com	(800) 323-6907	(847) 699-0895	N/A
Claims		(800) 338-7452	(847) 699-1048	Box 1144
Commissions	commissions@gtlic.com	(800) 323-6907	(847) 699-0636	N/A
Customer Service	pos@gtlic.com	(800) 338-7452	(847) 699-6309	N/A
Licensing		(800) 323-6907	(847) 699-9207	N/A
New Business/Underwriting	und@gtlic.com	(800) 635-1993	(847) 699-8493	Box 1200

New Business/Underwriting Department Information

Management	E-mail Address	Extension
Jeff Frericks — VP, New Business/Und.	jfrer@gtlic.com	4785
Kanne Knezz— Manager, New Bus.	kknez@gtlic.com	5341
David Rzany — Supervisor, New Bus.	drzan@gtlic.com	5445
Underwriters	E-mail Address	Extension
Gary Hamrin	ghamr@gtlic.com	5393
Sherry Clark	sclark@gtlic.com	5398

Sales Support Department Information

Management	E-mail Address	Extension
Carl Leader — SVP, Sales and Marketing	clead@gtlic.com	5455
Eric Schmidt— Manager Sales Admin	eschm@gtlic.com	5362
Patricia Kasprzyk— Sales Support Manager	pkasp@gtlic.com	5564

Online Agent Communication

GTL Agent Portal, E-App and GTLink

- Use the Agent Portal to submit our Advantage Plus®, Precision Care™, Medicare Supplement, Cancer, Heart Attack & Stroke, Short Term Home Health Care, iGAP® Accident, Critical Cash/Care and 24 Hour Accident products electronically.
- You can view pending business and access most product applications, forms and contracting information through GTLink.
 - Select “Search” under “Forms,” and choose the state and product of the form you need.
- To access the Agent Portal and GTLink, go to our website, www.gtlic.com, then click on the blue “AGENT LOGIN” button in the top right navigation.
- The first time you use the new system you will need to click the register button and follow the prompts. When it says you have successfully registered please enter your username and password and click log in. This a **one-time registration** process which you choose your username and password for all future logins.

GTL Agent e-App

GTL has a free mobile app for agents using a tablet or mobile phone to quote or submit business for all of our main products. To download the app:

- Go to the App store on your iOS device or Google Play on your Android Device
- Search “GTL E-App” and select the app with the GTL logo.
- Select “Download”

Once downloaded, open the app and enter your login information and begin submitting an application.

Commission Portal (for general writing agents only)

- All GTL commission statements are available online through the Commission Portal; paper statements are not sent by mail.
- Log in to the Commission Portal after you have registered. Select “Commissions” and a new browser window will open. Choose “Statements” and then select “Monthly Commissions, Weekly Commissions, or Weekly Advances” from the main summary page.
- You will be able to access the last three (3) monthly statements in PDF or Excel format through the website.

If you have any questions or problems logging in, please call the Life and Health Sales Department at 800-323-6907 or email agency@gtlic.com.

New Business Procedures

GTL Issue

Applications submitted to GTL are entered into our Pending New Business System. Applications remain in the system until the policy is printed, mailed or emailed and all outstanding issue requirements are completed. Only then are they “finalized” to our Administrative system, at which point commissions are paid and the policy is put in force as of the effective date printed on the policy.

GTL New Business Pending Status

You can obtain information on your pending business two ways: GTLink or real-time emails from the New Business/Underwriting Department.

GTLink – You can view your pending business and underwriting notes online with a GTLink login and password. To access GTLink, log in to the GTL Agent Login page of our website (www.gtlic.com) with your GTLink login and password and select GTLink. Once logged in, choose “Pending” from the top left-hand menu.

Real-time Underwriting Department Emails – Receive real-time emails from our Underwriting Department notifying you when there are outstanding requirements on a submitted application. If you are currently not receiving such emails or would like to update your current email address for our database, contact our Sales Support Team at 800-323-6907. **We also recommend including your email on the application.**

Pending and Issued Codes

<u>Code</u>	<u>Description</u>
APS	Attending Physician Statement; Home Office will order through Parameds.com
HOS	Urine Specimen
PARAMED	Paramedical Examination; Home Office will order
PHI	Personal History Interview (Conducted by Telemed)
PI	Proposed Insured
SMA	Blood Test; Home Office will order

If you have any questions, contact the New Business Department at und@gtlic.com or 800-635-1993.

How to Submit New Business

Follow these steps to ensure your new business is issued in a timely manner.

1. Paper Application: Please make sure all applicable areas are completed on the application. The application must be signed, dated and have the city/state space completed. Be sure to complete the client's banking information and obtain their signature for monthly bank draft. Refer to your state-specific brochure and application to be sure correct rates and state-specific versions are being used. Be sure to have the client initial any changes.

2. Online Application: New applications for Advantage Plus®, Precision Care™, Medicare Supplement, Cancer Heart Attack & Stroke, Short Term Home Health Care, iGAP® Accident, Critical Cash/Care, and 24 Hour Accident can be submitted online through the Agent Portal. When submitting applications a username/password is required. (For any increase in coverage or to add a rider a paper application is required.)

- A verification call must be completed as part of the e-Signature application process for the agent portal. The length of the call is approximately 3 minutes and may be completed prior to (recommended) or after the agent submits the e-Signature application. Please advise your applicants to call the toll-free number 866-839-5132. This fully-automated verification system is available 24 hours a day and 7 days a week.

3. Mobile E-Application: Advantage Plus®, Precision Care™, Medicare Supplement, Cancer, Heart Attack & Stroke, Short Term Home Health Care and iGAP® Accident applications can be submitted with Straight Through Processing Technology. For more information, please download our e-App at Google Play or the App Store.

4. Required Forms:

- **State Forms:** Refer to the specific GTL product Supply Order Forms on the Agent Portal or GTLink on the GTL website to ensure that all state required forms are submitted.
- **HIPAA Form:** One separate form must be left with the insured for **any** GTL health product.
- **Medicare Duplication Notice and Notice to Applicant:** One separate form must be left with the insured for GTL's Advantage Plus®. Cancer, Heart Attack & Stroke, Short Term Home Health Care, Recover Cash and Critical Cash/Care require the Medicare Duplication Notice only.

5. Ways to Submit Applications:

- **Mail:** Guarantee Trust Life Insurance Company/Attn: New Business
1275 Milwaukee Ave. Glenview, IL 60025
- **Fax:** 847-699-8493 or 847-699-9937
- **Email:** und@gtlic.com
- **Online:** www.gtlic.com
- **Mobile E-Application**

If you have any questions, please call 800-323-6907 or email agency@gtlic.com.

Rewrites/Reinstatement Procedures

When a policy lapses and GTL receives an application on the same insured from the same agent/agency, the following parameters will be enforced:

1. If a policy has been lapsed for less than 6 months, the balance of first year or renewal commissions will be paid as earned.
2. If a policy has been lapsed for 6 to 12 months, first year commissions will be paid as earned.
3. If a policyholder lapses a policy and the same agent/agency submits an application for a different product on the same policyholder within 12 months, first year commissions will be paid as earned.

Memorandum

RE: TELEPHONE CONSUMER PROTECTION ACT (DO-NOT-CALL AND DO-NOT-FAX COMPLIANCE)

The following is a reminder of your obligation for compliance with the Telephone Consumer Protection Act (TCPA), more specifically, the Do-Not-Call and Do-Not-Fax aspects of the law. As you know, the General Agent Agreement between you and Guarantee Trust states you are responsible for abiding by all applicable local, state and federal rules and regulations. Noncompliance with the law can result in fines and penalties.

Do-Not-Call Compliance

For Do-Not-Call compliance, refrain from calling consumers on the National Do-Not-Call Registry. The purpose of the Do-Not-Call aspect of the TCPA is to protect residential telephone subscribers' privacy rights to avoid receiving telephone solicitations to which they object. Consequently you will **not** be permitted to call a telephone number that is on the registry unless:

1. you have an established business relationship (EBR) with the consumer,
2. the consumer has provided his or her prior written consent to the solicitation, or
3. a personal relationship exists.

You may not call consumers on the Do-Not-Call list to request their written permission to be called. Additionally, calls made to arrange "face-to-face" appointments come are considered a telephone solicitation, by definition, and are therefore not exempt.

Regarding item #1, an EBR is a prior or existing relationship between a company and a consumer on the basis of the consumer's purchase or transaction with the company within 18 months preceding the date of the telephone call, or services offered by the entity within 3 months immediately preceding the date of the call. However, if the consumer requests we cease calling, we must place such person's name on a Company Do-Not-Call list even if the consumer's name is not on the National Do-Not-Call list.

Regarding item #2, the law also permits agents to call any person whose number has been entered on the National Do-Not-Call Registry if the person has expressed a prior invitation or has given permission in writing. If a seller seeks a consumer's permission to call, the request must be clear and conspicuous and the consumer's consent must be affirmative such as by checking a box. Such written agreement must be signed and contain the telephone number to which calls may be placed. Prior expressed permission may be obtained by, for example, direct mailing.

We may also obtain express written consent via Internet lead generation tactics. Obtaining an electronic signature and proactively requiring the consumer to "check a box" giving permission to be contacted, would create an "established business relationship" exemption, thus allowing contact to those consumers who are on the DNC list. This relationship is only valid for three months from the time of the consumer's inquiry.

Item #3 refers to personal relationships such as family, friends or acquaintances. A personal relationship refers to an individual personally known to the individual making the call.

Do-Not-Fax Compliance:

This section of TCPA prohibits sending unsolicited advertisements to a consumer by fax unless:

1. you have the consumer’s prior expressed invitation or permission;
2. the fax does not advertise the commercial availability or quality of any property, goods, or services;
or
3. the fax advertisement is sent to a consumer with whom there is an EBR.

An EBR with respect to faxes means a prior or existing relationship between the consumer and the sender of the fax on the basis of the consumer’s inquiry, application, purchase or transaction with the sender. Unlike the Do-Not-Call EBR, there is no time limit for the fax EBR.

Fax advertisements sent to a consumer with whom there is an EBR may be sent as long as the fax number was voluntarily provided by the consumer and the sender of the fax:

1. obtains the fax number directly from the consumer through, for example, an application, contact information form, or membership renewal form; or
2. obtains the fax number from the consumer’s own directory, advertisement, or site on the Internet, unless the consumer has noted on such materials that it does not accept unsolicited advertisements at the fax number in question; or
3. for directories and other sources of information compiled by third parties, takes reasonable steps to verify that the consumer consented to have the number listed.

Fax advertisements sent with the consumer’s express permission must also include an opt-out for receiving future faxes. The opt-out notice must:

1. Be clear and conspicuous and on the first page of the advertisement.
2. State that the consumer may make a request to the fax sender not to send any future faxes and that failure to comply with the request within 30 days is unlawful.
3. Include a telephone number, fax number, and cost-free mechanism (including a toll-free telephone number, local number for local recipients, toll-free fax number, Web site address, or email address) to opt out of faxes. These cost-free mechanisms must permit the consumer to make opt-out requests 24 hours a day, 7 days a week.

Opt-out requests must be honored within the shortest reasonable timeframe, not to exceed 30 days.

Integration of Federal and State Do-Not-Call/Do-Not-Fax Rules:

- Federal DNC and DNF rules are the floor and supersede all less restrictive state DNC and DNF rules for both intra-state and inter-state calls and faxes.
- For states without DNC and/or DNF rules, federal rules will govern exclusively for both intra-state and inter-state calls and faxes.
- Individual states are required to accept all DNC registration information from the National Do-Not-Call Registry for the particular state.
- Individual states have the option to provide state DNC registration information to the National Do-Not-Call Registry, but are not required to do so, and in some cases are prevented from doing so by state privacy laws.

Understanding the Do-Not-Call law and how it will affect you and your agency's marketing practices is

essential to effectively functioning within the law. Therefore, as a reminder, every agent who intends on contacting clients that do not fall into one of the exempt categories, must register and pay annually \$25 per area code (the first 5 area codes are free) to obtain the DNC list. Each existing calling list should be scrubbed against the Do-Not-Call registry and re-scrubbed when an updated list is received. Most importantly, ONLY use the Do-Not-Call list for DNC compliance.

Lastly, federal and state governments are sending a clear message that all aspects of the rules will be enforced. Fines have already been levied on entities for violations.

Anyone conducting "telephone solicitation" on your behalf will be affected. If you or someone else is calling clients where an existing business relationship does not exist and you do not have the consumer's prior written request or a personal relationship does not exist, you are prohibited by law from contacting clients who are on the Do-Not-Call registry. Consequently, if you place sales calls to a consumer at a residential phone number you must:

- Purchase and access the national Do-Not-Call registry and any applicable state Do-Not-Call lists and refrain from calling any consumer phone numbers that appear on these lists;
- Record the number of any consumer who requests to be placed on your company/agency Do-Not-Call list. This number may not be called for 5 years.
- Comply with applicable time restrictions for placing calls. Only 8 a.m. to 9 p.m. is allowed. (State requirements may vary.)

The above overview of the TCPA is provided to remind you of the DNC and DNF requirements and assist you in contacting clients to set appointments and/or to solicit new customers without violating the law.

MEMORANDUM

To: ALL AGENTS MARKETING GTL INSURANCE PRODUCTS
From: GTL COMPLIANCE DEPARTMENT
Subject: CONSUMER COMPLAINTS INVOLVING AGENT ACTIONS

GTL takes seriously all consumer complaints. Complaints that allege agent misconduct or product misrepresentation may come direct from the consumer or representative or agency acting on their behalf.

A complaint that comes direct from the consumer is generally serviced by GTL's Policyholder Service Department. Depending upon the nature of the allegation, the complaint may be directed to the Regional Sales Manager (for the state or product line). It is the responsibility of the Regional Sales Manager, or where warranted, the Vice President of Agency, to investigate the complaint thoroughly and take any follow-up corrective action with the agent.

Complaints that allege agent misconduct or product misrepresentation that come through a State's Department of Insurance are handled by GTL's Compliance Department staff. As part of a State's investigation, there may be a request for the Company to obtain an agent statement in which the agent is to provide a written response detailing his or her side of the story. GTL expects the agent to promptly and fully respond to the State's request. The agent is to provide a detailed account, sign and date the document, and return it to GTL's Compliance analyst who is handling the case with the state. These complaints are also brought to the attention of the Regional Sales Manager and where warranted, the Vice President of Agency.

Justified complaints become part of an agent's permanent file with the Company.

As required by each state's insurance laws, the Company maintains a log of all consumer complaints. These logs include specific information relating to each complaint which allows the Company to determine if complaint patterns or trends exist and alert the appropriate Company functional area to further review and take corrective action, when necessary.

Agents are reminded that the following actions are grounds for termination for cause:

- Comingling or misappropriation of funds;
- Failure to deliver any policies issued and given to the agent for delivery;
- Failure to deliver to GTL any receipts or other property belonging to the Company;
- Violating any of the laws or regulations regulating the sale or solicitation of products marketed by GTL, or violating any Company procedures whether before or after termination; or
- Committing any dishonest act in connection with the sale or solicitation of insurance products.

If a complaint should arise, GTL requests your prompt attention and full cooperation so that it may be resolved in a timely manner. Should you have any questions on this memorandum, please don't hesitate to contact your Regional Sales Manager at GTL.

**GUARANTEE TRUST LIFE INSURANCE COMPANY
PRIVACY NOTICE**

At Guarantee Trust Life Insurance Company (GTL) we know the importance of an individual's right to privacy. That's why protecting the information that personally identifies you, our valued policyholder, is high priority and a matter we take very seriously.

Our primary goal is, and will continue to be, providing you with competitive, fairly-priced, and exceptional quality insurance products to meet the long-term financial needs of you and your loved ones. From life insurance to health insurance, getting you the protection you need is not just a job to us. It is a privilege.

While the personal, financial and medical information you share with us (from applying for coverage, to filing a claim) is the cornerstone to providing you with the high-quality insurance protection and service you've come to know and expect, we want to assure you that information, unique to you, is kept secure, confidential and used expressly for the purpose of conducting our insurance relationship with you. Remember, protecting your privacy is not only our priority...it's our promise to you.

The following is a summary of our privacy policy and practices. It tells you about the kinds of personally identifiable information we collect, disclose or share with others.

INFORMATION WE COLLECT AND SOURCES OF INFORMATION

In order for GTL to provide and administer the insurance products we offer, we collect personal information about you. Some of the information we collect about you is "nonpublic." The nonpublic personal information we collect is obtained from the following sources:

- Information we receive from you on your application for insurance or other forms (*such as your name, address, telephone number, age, social security number, and beneficiary designation.*)
- Information about your transactions with us and our affiliates (*such as the type of insurance product you buy, the premium you pay, the method of purchase, and your payment history.*)
- Information we receive from third party reports, (*such as consumer-reporting/credit agencies, motor vehicle records, and medical information. All medical information we receive is subject to the Medical Confidentiality rules described below.*)

INFORMATION WE DISCLOSE

GTL does not disclose any nonpublic personal information about our policyholders or former policyholders to anyone without providing notice of your rights to either opt out or opt in the sharing of personal information, except as permitted or required by law.

We may also disclose all of the information we collect, as described above, with the following:

- Affiliates – We may share information with our affiliates. Our affiliates offer products and services that may complement your insurance purchase and we believe may be of interest to you.
- Service Providers – We may share information with companies engaged to perform services on our behalf, such as third party administrators and vendors hired to effect, administer or enforce a transaction that you request or authorize; to develop or maintain computer software; or to perform market research.
- Joint Marketing – We may share information with companies that perform marketing services on our behalf or to other financial institutions with which we have a joint marketing agreement.

MEDICAL CONFIDENTIALITY

Your medical information is kept confidential. We will not use or share, internally or with third parties, your medical information except for the purposes of:

- Underwriting;
- Administering your policy or claim;
- As permitted or required by law; or
- As authorized by you.

SECURITY AND CONFIDENTIALITY OF YOUR INFORMATION

We restrict access to nonpublic personal information about you to those employees (or people working on our behalf under confidentiality agreements) who need to know the information in order to provide products and services to you. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Guarantee Trust Life Insurance Company
1275 Milwaukee Avenue
Glenview, Illinois 60025
1-800-338-7452
Visit us at: www.gtlic.com

GUARANTEE TRUST LIFE INSURANCE COMPANY

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:
 - customer service, including the provision of data analyses for policyholders, plan sponsors, or other customers;
 - resolution of internal grievances; and
 - 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 health 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.

You have the right to receive an accounting of certain disclosures. 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.

You have the right to be notified following a breach of unsecured protected health information. 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.

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 www.gtlic.com 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.



Guarantee Trust Life Insurance Company is a mutual legal reserve company located in Glenview, Ill. With more than 80 years of experience in the insurance industry, Guarantee Trust has a proud heritage of providing excellent service and superior insurance products. GTL is licensed to conduct business in 49 states and the District of Columbia.