

SERFF Tracking #:

CATL-128902959

State Tracking #:

Company Tracking #:

State:

District of Columbia

Filing Company:

Catlin Insurance Company, Inc.

TOI/Sub-TOI:

H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name:

Catlin Group Association - CBA Rates

Project Name/Number:

Catlin Group Association - CBA/

Supporting Document Schedules

Satisfied - Item:	Cover Letter All Filings
Comments:	Please refer to the below Cover Letter.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Certificate of Authority to File
Comments:	Please refer to the below Letter of Authorization.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Actuarial Memorandum
Comments:	Attached please find the Actuarial Memorandum.
Attachment(s):	DC Catlin Group Accident Actuarial Memorandum Signed by Dennis Sparks 030310.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Actuarial Justification
Bypass Reason:	This is an informational association filing for a previously approved group accident product.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	District of Columbia and Countrywide Loss Ratio Analysis (P&C)
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & this document was included in the underlying product filing.
Attachment(s):	
Item Status:	
Status Date:	

SERFF Tracking #:

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State: District of Columbia **Filing Company:** Catlin Insurance Company, Inc.
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Catlin Group Association - CBA Rates
Project Name/Number: Catlin Group Association - CBA/

Bypassed - Item:	District of Columbia and Countrywide Experience for the Last 5 Years (P&C)
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & this document was included in the underlying product filing.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Rate Summary Worksheet
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & the Rate Summary Worksheet was included in the underlying product filing.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Cover Letter
Comments:	Cover Letter is attached, stating that: - The association is now the Policyholder - The purpose of the association.
Attachment(s):	DC Cover Letter - Rates.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Letter of Authorization
Comments:	Attached please find the Letter of Authorization.
Attachment(s):	2013 LOA.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Association Bylaws
Comments:	Attached please find the bylaws.
Attachment(s):	By-Laws.pdf

SERFF Tracking #:

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H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name:

Catlin Group Association - CBA Rates

Project Name/Number:

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Item Status:	
Status Date:	
Satisfied - Item:	Articles of Incorporation
Comments:	Attached please find the Articles of Incorporation.
Attachment(s):	Articles of Incorporation - Correction.pdf Articles of Incorporation - Amendment.pdf Articles of Incorporation.pdf
Item Status:	
Status Date:	

CATLIN INSURANCE COMPANY, INC.

Statutory Home Office: 1330 Post Oak Boulevard, Suite 2325, Houston, TX
77056

Administrative Office: 3340 Peachtree Road N.E., Suite 2950, Atlanta, GA 30326

ACTUARIAL MEMORANDUM

**DISTRICT OF COLUMBIA GROUP ACCIDENT POLICY
Form Number AHAG 051 (DC) 0110**

1. Scope and Purpose

The purpose of this memorandum is to certify that the premiums for this Policy Form satisfy the rate filing requirements of your State. This is a new filing. This memorandum should not be used for any other purpose.

2. Description of Benefits

Attachment 2 shows a summary of the benefit options available and the corresponding premium loadings.

The base policy contained in this filing pays benefits upon death or dismemberment arising out of a covered accident. The basic Accidental Death and Dismemberment policy coverage may be extended, with additional premiums, optionally where appropriate, to include:

- Armed Forces Coverage
- Exposure and Disappearance Benefit
- National Guard and Armed Forces Reserve Coverage
- Owned Aircraft Coverage
- Pilot Coverage
- War Risk Coverage

The basic policy provides a lump sum upon accidental death or dismemberment. The dismemberment benefit depends upon the extent of the dismemberment and is specified in the Schedule of Covered Losses.

Optionally, legal family members of the employee may be covered under the policy.

The following optional additional accident benefits are available on the base policy:

- Occupational Accident Benefit Rider: This rider pays additional lump sum death benefits due to accidental death, subject to the provisions contained in the benefit wording, while the employee is on the employer's premises and engaged in the course of his/her job, or, if included, on business travel preauthorized by the employer.
- Air Bag Benefit Rider: This rider may only be purchased if the Seat Belt Benefit Rider is also purchased. The rider pays lump sum benefits if death occurs from an accident that happens while operating or riding as a passenger in an automobile. The airbag must have been deployed in the collision for the Airbag benefit to be paid.
- Bereavement and Trauma Counseling Benefit Rider: This rider pays a benefit when the insured, or an immediate family member as defined in the benefit wording, requires counseling upon the accidental death of the insured.
- Bomb Scare, Bomb Search or Bomb Explosion Benefit Rider: Subject to satisfying all the requirements for qualification for benefit, the rider will pay a lump sum benefit upon an accidental injury suffered due to a bomb scare, bomb search or bomb explosion.
- Bulletproof Vest Benefit Rider: This rider pays a benefit if a covered employee is on official duty for the employer and is shot while wearing a bulletproof vest, as defined in the benefit wording.
- Burial and Cremation Benefit Rider: This rider pays a lump sum for burial or cremation upon the accidental death of a covered person.
- Business Travel Benefit Rider: This rider will pay a benefit if the insured suffers an injury while travelling on business that was preauthorized by the employer.
- Child Care Center Benefit Rider: This is a benefit provided to dependent children upon the accidental death of either or both parents. The child must meet age limit requirements as well as be enrolled in a legitimate child care center as defined in the policy.
- Common Carrier Benefit Rider: If the insured suffers an accidental injury while travelling as a fare paying passenger in a common

carrier, as defined in the policy, this rider will pay a lump sum amount.

- Emergency Room Visit Benefit Rider: This rider will pay a benefit if the insured requires emergency treatment in an Emergency Room, as defined in the benefit wording, arising from an accidental injury covered under the policy.
- Escalator Benefit Rider: This rider provides for annual increases in the benefit amount. The annual increases are a fixed percentage of the principal sum, with a cap on the total amount of the increases.
- Felonious Assault and Violent Crime Benefit Rider: Upon production of a Police Report describing a felonious assault or violent crime, as defined in the policy, perpetrated upon the insured, this benefit rider will pay a lump sum.
- HIV Occupational Accident Benefit Rider: If the insured suffers an injury arising out of an accident that occurred while performing his/her usual occupational duties, and acquires and tests positive for HIV, based upon tests approved by the Centers For Disease Control, within one year of the accident, then this rider will pay a specified lump sum benefit.
- Home Alteration and Vehicle Modification Benefit Rider: A specified lump sum benefit will be payable if the insured requires any home alteration or vehicle modification due to an injury arising from a covered accident.
- Hospital Stay Benefit Rider: This rider provides an In-hospital Indemnity benefit of a fixed amount per day spent confined in a hospital due to injuries sustained from a covered accident. The benefit will be paid for a maximum of 30 days. Hospitalization must be at the direction of, and, under the care of a licensed Physician
- Private Passenger Benefit Rider: This benefit is payable when an insured suffers an injury while driving or riding as a passenger in a private passenger automobile, as defined in the benefit wording.
- Rehabilitation Benefit Rider: This rider will pay the insured for essential physical rehabilitation, as defined in the benefit wording, required by the insured due to injuries arising out of an accident.
- Seatbelt Benefit Rider: The rider pays lump sum benefits if death occurs from an accident that happens while properly wearing a seatbelt and operating or riding as a passenger in an automobile.

- **Special Education Benefit Rider:** This rider pays a benefit for higher education to each qualifying dependent child or, optionally, the covered spouse. The benefit is payable upon the accidental death of the insured. There are two options available for the child benefit. Firstly, only those children will qualify for the benefit who, at the time of the insured's accidental death, are either in college or are about to enter college. Under the second option, all surviving children qualify for the benefit. However, for those children under age 18, the payments will not commence until they attain that age.
- **Permanent Total Disability Benefit Rider:** After a 90-day waiting period, the insured becomes eligible for a benefit payment provided the insured be declared permanently and totally disabled by a licensed Physician. The payment will depend upon the payout option selected at the outset of the policy.

3. Renewability Clause

The premiums are not guaranteed, and, are subject to change upon renewal.

4. Applicability

This form will be available for new issues.

5. Morbidity

This policy provides accident insurance coverage to employee or other valid groups. Rates were developed separately for the base plan and the various optional benefits.

The additional costs for each of the optional benefits are expressed as a loading to the accidental death base rate.

- Accidental Death Benefit

- Employee Base Rate

The composite claim cost for accidental death was developed from the data shown in the 2005-2006 Edition of the National Safety Council's Injury Facts, for ages 25-64.

An adjustment was made to allow, as far as possible, for the common exclusions of coverage listed in the policy.

A discount of 20% was included to allow for an insured population, while a loading of 10% was added to reflect an increased risk of anti-selection.

The composite, ages 25-64, accidental death claim cost is \$0.0205 per month per \$1,000 of principal sum.

- Spouse Base Rate

Since the employee base rate is developed from unisex data, the monthly Spouse Base Rate is equal to the employee base rate of \$0.0205 per month per \$1,000 principal sum.

- Dependant Child Base Rate

The dependant child base accidental death rate was developed in the same manner as the employee base rate. The data was taken from the 2005-2006 Edition of Injury Facts for the under 24 age group. The resulting claim cost is \$0.0144 per month, per \$1,000 of principal sum. This claim cost includes the 20% discount for insured lives.

- Optional Extension of Benefits

- Armed Forces Coverage

The additional cost for this extension of benefits was derived from the Department of Defense's Medical Surveillance Monthly Report.

The Reports with the necessary data are Vol. 9, No. 1 and Vol. 11, No. 3. They show mortality rates among U.S. Armed Forces by general cause, including accident, homicide and hostile action.

Based upon the given age-banded rates, we obtained a population weighted average accident mortality rate of 25.06 per 100,000, giving a loading of 0.0984 to the employee accidental death base rate for a benefit extension of 100% of the insured's principal sum.

- Exposure and Disappearance Benefit

The numbers of deaths from exposure to the forces of nature were obtained from Injury Facts, 2005-2006 Edition.

With a resulting claim cost of \$0.0079 per 1,000, the loading, for a benefit of 100% of the principal sum, to be applied to the insured's base accidental death rate is 0.0347.

- Optional Additional Benefits

- Dismemberment Benefits

A loading of 10% is applied to the base accidental death claim cost to cover dismemberment benefits.

- Occupational Accident Benefit

The occupational unintentional accidental deaths were obtained from the National Safety Council's Injury Facts 2005-2006 Edition. The occupational deaths resulting from assaults and violent acts were obtained from the Department of Labor's Bureau of Labor Statistics: Census of Fatal Occupational Injuries, Table E1.

The claim cost for on-premises deaths was \$4.26 per annum, per \$100,000.

Optionally, coverage under this rider can include a benefit for accidental death while travelling on business for the employer.

The total cost, including both on-premises and business travel coverage is \$6.08 per annum, per \$100,000.

The loading to the accidental death base rate are 0.0019 and 0.0027 respectively.

- Bereavement and Trauma Counseling

This benefit pays a fixed amount per session, with the maximum number of sessions limited to either 5 or 10.

An average principal sum of \$50,000 is assumed, consequently the maximum bereavement and trauma counseling benefit, payable at \$5 per session, as a proportion of the average principal sum is 0.05% and 0.1% respectively.

Thus, the loadings to the accidental death base rate are 0.0005 and 0.0010 respectively.

- Bomb Scare, Bomb Search or Bomb Explosion

The loading of 0.0002, for a benefit of 1% of the principal sum, was developed based on our best actuarial judgment.

- Bullet Proof Vest Benefit Rider

The loading of 0.0008, for a benefit of 1% of the principal sum, was developed based on our best actuarial judgment.

- Burial and Cremation Benefit

The pure claim cost of \$0.0050 per \$1,000 of the Burial and Cremation Benefit assumes that the average Accidental Death Benefit is \$50,000 and that all accidental deaths having opted for this benefit will avail this benefit. The loading to the accidental death base rate is 0.0200.

- Business Travel Accident Benefit

The occupational vehicular and transportation operations deaths were obtained from the Department of Labor, Bureau of Labor Statistics, Census of Fatal Occupational Injuries, Table E-1.

The population of workers, ages 16 and older, was obtained from page 49 of Injury Facts, 2005-2006 Edition.

This resulted in a pure claim cost of \$1.79 per 100,000 workers. When applied to the insured AD claim cost, this produced a loading factor of 0.0008 for a 1% of Principal Sum benefit.

- Child Care Center Benefit

This loading is to be applied to the Childs Accidental Death Benefit rate.

The claim cost is calculated as:

$(\text{Present value of benefit per child at 4\% p.a.}) * (\text{Average number of children per family}) * (\text{Probability of accidental death of either employee or spouse or both}) \div (\text{Assumed average principal sum})$

The average number of children per family, 1.92, is obtained from U.S. Census Bureau, Population Division, Table AVG3 (March 2002).

The assumed average employee principal sum is \$50,000.

The resultant claim costs and loadings are:

	Claim Cost	Loading	Claim Cost	Loading	Claim Cost	Loading
Annual Benefit	\$2,500		\$3,000		\$4,000	
To Age 13	0.1124	70.14%	0.1349	84.17%	0.1799	112.23%
To Age 12	0.1117	69.67%	0.1340	83.60%	0.1787	111.47%
To Age 11	0.1108	69.11%	0.1329	82.93%	0.1772	110.57%
To Age 10	0.1097	68.44%	0.1316	82.12%	0.1755	109.50%

- Common Carrier Benefit

The claim cost for this benefit was developed from data for deaths by mode of transportation contained in Injury Facts, 2005-2006 Edition. Deaths for taxi occupants were estimated 1% of car occupant deaths.

The base rate was doubled to allow for any concentration of risk.

The adjusted pure claim cost is \$2.161 per 100,000, translating into a loading of 0.0010 for a benefit of 1% of the principal sum.

- Emergency Room Visit Benefit

The data for developing the claim cost for this benefit was derived from Health, United States, 2007: Table 91: Injury-Related Visits to Hospital Emergency Departments.

The data include the total number of emergency room visits, including multiple visits.

A 20% discount for insured lives has been included to allow for some selection.

The pure claim cost for a \$100 benefit per emergency room visit is \$7.26 for adults.

Assuming an average employee principal sum of \$50,000, the claim cost for this benefit translates into a premium loading of 0.6362.

The pure claim cost for dependant children is \$9.37, and, the loading to be applied to the child's rate is 1.1693.

- Escalation Benefit

The escalation provision will provide the covered person with an additional set percentage of the original principal sum upon completion of each year of participation in the plan for a period of five years.

The escalation benefit rates are either 3% per annum simple, or, 5% per annum simple.

The benefit rate loading was developed by computing the ratio of the present value of future benefits with the escalation provision to the present value of future benefits with a flat accidental death benefit.

The present values were calculated at an interest rate of 4% per annum.

	3% Escalation	5% Escalation
PV of \$1,000 Escalated Benefit	2.0723	2.1971
PV of \$1,000 Flat Benefit	1.8852	
Loading for Escalation Provision	0.0993	0.1655

- Felonious Assault Benefit

The numbers of covered deaths resulting from assaults were derived from data contained in National Vital Statistics Reports, Vol. 54, No. 10 (January 31, 2006).

Table 16 shows the required deaths by age group for calendar years 1999-2002. The deaths for ages 25-64 are included in the computation.

However, fatal occupational injuries arising from assaults and violent acts are excluded from this cover. The numbers of excluded deaths were obtained from the Bureau of Labor Statistics: Census of Fatal Occupational Injuries.

The claim cost for this benefit is \$0.0701 per \$1,000, or, an accidental death premium loading of 0.0031 for a 1% of principal sum benefit.

- Home Alteration and Vehicle Modification Benefit Rider

The premium loading for this benefit is based upon the expected number of dismemberment injuries. These, in turn, are derived from the loading for dismemberment benefits, that is, 10% of expected accidental deaths.

This results in 3,870 expected dismemberment injuries, giving a claim cost of \$0.02592 per 100,000, or, a premium loading of 0.0011 for a bonus benefit of 1% of the principal sum.

- Occupationally Acquired HIV Benefit

Rates for this occupational benefit were derived from the Center for Disease Control's Surveillance of Healthcare Personnel With HIV/AIDS and Journal of the American Medical Association (JAMA), Volume 300, No. 5 (Table 2).

The CDC surveillance states that there were 23,212 AIDS cases reported that had a history of employment in the healthcare industry. Of these, 196 healthcare personnel were "documented and possible" occupationally acquired HIV/AIDS infections. It was, therefore, assumed that 1% of HIV infections were occupationally acquired.

The rate of new HIV infections is estimated as 36.40 per 100,000 population, in the age group 29-49, from JAMA.

A loading of 4 was applied to reflect any anti-selection as this benefit is offered only to healthcare personnel.

Thus, the resulting estimated infection rate from occupationally acquired HIV/AIDS is 0.0146 per 1,000.

The loading to the accidental death rate for a 1% of principal sum benefit amount is 0.0006.

- Private Passenger Benefit

The numbers of car occupant deaths were obtained from National Safety Council's Injury Facts 2005-2006 Edition.

An adjustment was included for DWI exclusion, as a discount of 30%. The claim cost for this benefit was \$0.0720 per 1,000, resulting in a premium loading of 0.0032.

- Rehabilitation Benefit

The premium loading for this benefit is based upon the expected number of dismemberment injuries. These, in turn, are derived from the loading for dismemberment benefits, that is, 10% of expected accidental deaths.

This results in 3,870 expected dismemberment injuries, giving a claim cost of \$0.02592 per 100,000, or, a premium loading of 0.0011 for a bonus benefit of 1% of the principal sum.

- Seatbelt and Airbag Benefit

The source of statistics used in the calculation of the loading for this benefit is Injury Facts 2005-2006 Edition published by the National Safety Council.

It is estimated that, when used, lap/shoulder safety belts reduce the risk of fatal injury by 45%. Also, the use of safety belts has increased over the years due to legislative requirements, and, it is assumed that 80% of motorists used safety belts.

A ratio was developed from this information as a measure of the effectiveness of safety belts in preventing fatal injury. Basically, the ratio is an estimate of the proportion of claimants who are fatally

injured while wearing a safety belt to the total number of claimants.
This is calculated as:

$$\frac{\text{No. of Claimants} * 80\% * (1 - 45\%)}{\text{No. of Claimants} * (1 - 80\% * 45\%)} = 0.6875$$

For the Airbag benefit, it is assumed that all cars have fitted Airbag's, consequently this ratio is 1.0.

Again, based on Injury Facts data, a discount of 30% was applied to allow for the DWI exclusion in the policy.

The claims costs for a benefit of 1% of the Principal Sum are:

Safety Belt	\$0.0356 per 100,000
Airbag	\$0.0518 per 100,000

The premium loadings corresponding to these claim costs are:

Safety Belt	0.0016
Airbag	0.0023

- Hospital Stay Benefit

Information for the calculation of the loading for this benefit was derived from the Centers for Disease Control's National Hospital Discharge Survey: National Trends in Injury Hospitalizations, 1979-2001. The incidence rate derived from this data is 4.87 per 1,000.

The Average Length of Stay was obtained from the American Heart Association' TrendWatch Chartbook 2005. The calculated average length of stay in a hospital is 5.8 days.

In calculating the expected claim cost, adjustments were included to allow for waiting periods of 3 days and 7 days respectively.

In addition a discount of 20% was also included to allow for the better experience expected from insured lived.

Claim costs, per \$100 daily hospital benefit, are:

3-day waiting period	\$1.4933
7-day waiting period	\$0.8798

Premium loading to the basic accidental death rate for a \$100 daily hospital benefit, assuming an average principal sum of \$50,000, are:

3-day waiting period 0.1309
 7-day waiting period 0.0771

- Permanent Total Disability Benefit

Claim costs for the Permanent Total Disability benefit are derived from adjusted incidence rates, with a 90-day elimination period, in the 1985 Commissioners' Disability Table.

An overall population age weighted incidence rate was calculated as 0.7559 per 1,000.

The present values for the optional benefits were calculated at an interest rate of 4% per annum, resulting in the following:

Option	Claim Cost	AD Base Rate Loading
Lump Sum	0.7559	3.3133
1% Principal Sum For 100 Months	0.6419	2.8137
40% Principal Sum + 1% Principal Sum For 60 Months	0.7128	3.1244

- Special Education Benefit for Surviving Children

The basic assumptions are:

- a) 4% per annum interest rate used for discounting.
- b) 2.5 children per insured, spread uniformly over the ages 0 to 24, that is, an average of 0.1 child per age.
- c) Maximum benefit period is 4 years, or to attained age 24.

Option 1

This option pays an annual benefit of 1% of the principal sum to each of those surviving children who either are in college or are preparing to go to college. These children are assumed to be in the age range of 17 to 23 years old at the time of the insured's accidental death.

The present value of this benefit is \$0.0201. However, it is payable only to the surviving children of those insured's who die

accidentally. So, the additional cost is now $\$0.0201 * 0.2281$ which equals $\$0.0046$.

The loading, to be applied to the child's accidental death base rate is 0.0287.

Option 2

Under this option all surviving children at the time of the insured's accidental death are eligible for the annual benefit. Each eligible child below 18 years old will start receiving the annual benefit upon attaining age 18. Older children will receive the benefit starting immediately for a maximum period of 4 years or to attained age 24.

The present value of this benefit is $\$0.0625$. Again, it is payable only to the surviving children of those insured's who die accidentally. Thus, the additional cost is $\$0.0625 * 0.2281$, which equals $\$0.0143$.

The loading, to be applied to the child's accidental death base rate, is 0.0889 for an annual benefit of 1% of the insured's principal sum.

- Special Education Benefit for Surviving Spouse

As for the children, this benefit pays an annual sum for 4 years after the accidental death of the insured.

The additional cost of this benefit is $\$0.0363$ for an annual amount of 1% of the insured's principal sum.

The loading, to be applied to the spouse's accidental death base rate, is 0.1591.

6. Family Rates

Family rates can be derived from the base rates, depending upon the plan design, that is the additional benefits chosen and the proportions of the insured's principal sum that are chosen for the dependants.

7. Mortality

See item 5 above.

8. Persistency

Persistency assumptions were not used in the pricing of this product.

9. Expenses

Expenses are assumed to be 20.5% of the gross premium, allocated as follows:

Administration	8.0%
Issuing Fees	5.0%
Premium Taxes	2.5%
Overhead	5.0%
Total	20.5%

10. Commissions

Commissions are assumed to average 15% of the gross premium.

11. Marketing Method

This product is to be sold through licensed insurance brokers, agents and third party administrators. It may be offered on a direct response basis.

12. Underwriting

Since this product will be sold as group coverage to employers or other valid groups, there will be none or limited underwriting.

13. Premium Classes

The premiums will vary by plan design, including:

- (i) Employee only coverage, or, employee and dependants coverage.
- (ii) Gender Mix of Group
- (iii) Benefit Level
- (iv) Additional Options Selected
- (v) Industry Group
- (vi) Geographic Area

14. Issue Age Range

Limited to employees aged 18 to 69.

15. Gender Adjustment Factors

A gender adjustment factor is introduced into the group rating that allows for the proportions of males and females in the group to be insured.

The unintentional injury death rates for males and females respectively were derived from data contained in Table 16 of the Center for Disease Control's National Vital Statistics Reports, Vol. 54, No. 10, January 31, 2006.

The gender specific accident mortality rates were compared with the overall unisex accident mortality rate. This resulted in the male ratio of 1.88 and a female ratio of 0.68.

The adjustment factor is then calculated as:

Employee Adjustment Factor = Male Factor*%Males + Female Factor*%Females

For the spouse adjustment factor, the percentages are switched, so that:

Spouse Adjustment Factor = Male Factor*%Females + Female Factor*%Males

These adjustment factors are then applied to the general accidental death rate for employees and spouse respectively in deriving the base rates for the group.

16. Geographic Area Factors

Geographical area factors were developed from the data showing unintentional injury death trends by State in Injury Facts, 2005-2006 Edition.

17. Industry Factors

Industry factors were derived from the Society of Actuaries 2006 Group Life Experience Study, which included AD&D experience by SIC (Standard Industrial Classification) code. The emerging industry loadings were used as a guide and were adjusted for anticipated experience to arrive the final loadings adopted for this product.

18. Average Annual Premium

The average expected premiums are:

Basic AD&D Plan with \$50,000 Principal Sum:
\$1.19 per employee per month for employee only
\$2.49 per employee per month for family cover

Typical Plan Including Additional Benefits:
\$1.30 per employee per month for employee only
\$2.73 per employee per month for family cover

Please see Attachments 1(a) and 1(b) for the assumptions and calculations.

19. Premium Modalization Rules

The premiums are only payable monthly.

20. Claim Liability and Reserves

The claim liability and reserves for all incurred but unpaid claims, including accrued and unaccrued, will be developed using standard actuarial methods as prescribed by the American Academy of Actuaries.

21. Active Life Reserves

Not applicable to this product.

22. Trend Assumption

No trend assumption was made.

23. Anticipated Loss Ratio

The anticipated Loss Ratio for this policy form is 52%.

24. Distribution of Business

This is a new policy form filing, consequently the distribution of business is not known.

25. Contingency and Risk Margins

The margins for adverse experience and profit are included as 12.5% of gross premium.

26. Experience

This is a new product filing and we do not have any experience on this form.

27. Lifetime Loss Ratio

The lifetime loss ratio is expected to be 52%.

28. History of Rate Adjustments

This is not applicable because this is a new product filing.

29. Number of Policyholders


This is not applicable because this is a new product filing.

30. Proposed Effective Date

The effective date will begin upon Department of Insurance approval.

31. Actuarial Certification

To the best of my knowledge and judgment, this filing is in compliance with the applicable laws of this State and that the proposed premiums are reasonable in relation to the benefits provided.


3/31/2010

G. Dennis Sparks, FCAS, MAAA
Senior Vice President and Chief Actuary
Catlin Inc

ATTACHMENT 1(a)
Average Premium Calculation

Plan Design 1: Basic AD&D Only				
	Employee	Spouse	Child	
General Claim Cost Per 1,000	0.0205	0.0205	0.0144	
Gender Adjustment:	1.1605	1.4017	1.0000	
Males Employees	40%			
Female Employees	60%			
Rider Loadings:				
Accidental Death	1.0000	1.0000	1.0000	
Dismemberment	0.1000	0.1000	0.1000	
Total Loading	1.1000	1.1000	1.1000	
Area Factor:				
New Jersey	0.7590	0.7590	0.7590	
Industry Factor:				
63: Insurance Carriers	0.6100	1.0000	1.0000	
Net Rate	0.0121	0.0240	0.0120	
Expenses:				
Administration	8.0%			
Issuing Fees	5.0%			
Premium Taxes	2.5%			
Overhead	5.0%			
Total	20.5%			
Commissions	15.0%			
Profit & Contingencies	12.5%			
Manual Rate	0.0233	0.0462	0.0232	Per 1,000 Per Employee Per Month
Average Principal Sum	50,000			
Manual Premium	\$ 1.17	\$ 2.31	\$ 1.16	Per Employee Per Month

Family Premium:

	Benefit Level	Rate	
Employee	100%	0.0233	
Spouse	50%	0.0231	
Children	10%	0.0023	
Total Family Rate		0.0488	Per 1,000 Per Employee Per Month
Manual Family Premium		\$ 2.44	Per Employee Per Month

ATTACHMENT 1(b)
Calculation of Average Premium

Plan Design 2: Typical Plan (Includes Additional Riders)				
		Employee	Spouse	Child
General Claim Cost Per 1,000		0.0205	0.0205	0.0144
Gender Adjustment:		1.1605	1.4017	1.0000
Males Employees	40%			
Female Employees	60%			
Rider Loadings:				
Accidental Death		1.0000	1.0000	1.0000
Dismemberment		0.1000	0.1000	0.1000
Air Bag	5%	0.0115	0.0115	0.0115
Burial & Cremation	1000	0.0200	0.0200	0.0200
Common Carrier	50%	0.0500	0.0500	0.0500
Seatbelt	10%	0.0160	0.0160	0.0160
Special Education - Children (Option 1)	4%	0.0000	0.0000	0.2202
Total Loading		1.1975	1.1975	1.4177
Area Factor:				
New Jersey		0.7590	0.7590	0.7590
Industry Factor:				
63: Insurance Carriers		0.6100	1.0000	1.0000
Net Rate		0.0132	0.0262	0.0155
Expenses:				
Administration	8.0%			
Issuing Fees	5.0%			
Premium Taxes	2.5%			
Overhead	5.0%			
Total	20.5%			
Commissions	15.0%			
Profit & Contingencies	12.5%			
Manual Rate		0.0254	0.0503	0.0299
				Per 1,000 Per Employee Per Month
Average Principal Sum	50,000			
Manual Premium		\$ 1.27	\$ 2.52	\$ 1.49
				Per Employee Per Month

Family Premium:

	Benefit Level	Rate	
Employee	100%	0.0254	
Spouse	50%	0.0252	
Children	10%	0.0030	
Total Family Rate		0.0535	Per 1,000 Per Employee Per Month
Manual Family Premium		\$ 2.68	Per Employee Per Month

ATTACHMENT 2
Summary of Benefit Options and Premium/Loadings

BENEFIT OPTIONS

		Employee	Spouse	Children
General Rate Per \$1,000 Per Month		0.0205	0.0205	0.0144
Gender Adjustment Ratio's:				
Males	1.88			
Females	0.68			

Benefit Loads

Accidental Death		1.0000	1.0000	1.0000
Dismemberment Benefits		0.1000	0.1000	0.1000

Conditions of Coverage Extended Benefits:

Armed Forces	100% Principal Sum (PS)	0.0984	0.0984	x	
Exposure & Disappearance	100% Principal Sum (PS)	0.0347	0.0347	0.0347	
National Guard Service	100% Principal Sum (PS)	0.0110	0.0110	x	Judgment
Owned Aircraft	100% Principal Sum (PS)	0.0010	0.0010	x	Judgment
Pilot Coverage	100% Principal Sum (PS)	0.0010	0.0010	x	Judgment

Additional Benefits:

Additional Occupational Accident Benefit	On Employer Premises Only 1% PS To \$5,000	0.0019	0.0019	x
	On Employer Premises Or Business Travel 1% PS To \$5,000	0.0027	0.0027	x

ATTACHMENT 2
Summary of Benefit Options and Premium/Loadings

Air Bag	1% PS To \$5,000	0.0023	0.0023	0.0023	
Bereavement & Trauma Counseling	5 sessions at \$5 per session 10 sessions at \$5 per session	0.0005 0.0010	0.0005 0.0010	0.0005 0.0010	
Bomb Scare, Bomb Search or Bomb Explosion	1% PS To \$5,000	0.0002	0.0002	x	Judgment
Bulletproof Vest	1% PS To \$5,000	0.0008	0.0008	x	Judgment
Burial & Cremation	\$1,000	0.0200	0.0200	0.0200	
Business Travel	1% PS To \$5,000	0.0008	0.0008	x	
Child Care Center	\$2,500 Per Year For Maximum 3 Years or To Age 13 \$3,000 Per Year For Maximum 3 Years or To Age 13 \$4,000 Per Year For Maximum 3 Years or To Age 13	x x x	x x x	0.7014 0.8417 1.1223	
Common Carrier	1% PS To \$5,000	0.0010	0.0010	0.0010	

ATTACHMENT 2
Summary of Benefit Options and Premium/Loadings

Emergency Room Benefits	\$100 Per Visit, For Maximum 5 Visits	0.6362	0.6362	1.1693
Escalator (COLA)	3% Simple For Maximum 5 Years	0.0993	x	x
	5% Simple For Maximum 5 Years	0.1655	x	x
Felonious Assault/Violent Crime	1% PS To \$5,000	0.0031	0.0031	0.0031
Occupationally Acquired HIV Infection	1% PS To \$5,000	0.0006	0.0006	x
Home Alteration & Vehicle Modification	1% PS To \$5,000	0.0011	0.0011	x
Hospital Stay Benefit	7-Day Waiting Period: \$100 Per Day For Maximum 30 Days	0.0771	0.0771	0.0771
	3-Day Waiting Period: \$100 Per Day For Maximum 30 Days	0.1309	0.1309	0.1309
Private Passenger Benefit	1% PS To \$5,000	0.0032	0.0032	0.0032
Rehabilitation	1% PS To \$5,000	0.0011	0.0011	x

ATTACHMENT 2
Summary of Benefit Options and Premium/Loadings

Seatbelt	1% Ps To \$5,000	0.0016	0.0016	0.0016
Special Education For Each Surviving Dependent Child	Option 1: 1% PS To \$2,000 For Maximum 4 Years	x	x	0.0550
	Option 2: 1% PS To \$3,000 For Maximum 4 Years	x	x	0.1707
Special Education For Surviving Spouse	1% PS To \$2,000 For Maximum 4 Years	x	0.1591	x
Accident Permanent Total Disability 90 - Day Elimination Period	100% Principal Sum	3.3133	x	x
	1% PS for 100 Months	2.8137	x	x
	40% Principal Sum + 1% for 60 Months	3.1244	x	x
Waiver of Premium (WOP) For Disability	12 Months Maximum	0.0200	x	x



March 21, 2013

via SERFF

The Honorable William P. White
Government of the District of Columbia Department of Insurance
Securities and Banking
Actuarial Analysis Division
810 First Street, NE, Suite 701
Washington DC 20002
Attn.: Life and Health Division

Re: Catlin Insurance Company, Inc.
FEIN#: 204929941
NAIC#: 4574 19518

ASSOCIATION FILING

Group Accident Insurance Policy – Form # AHAG 051(DC) 0110
Group Accident Insurance Certificate – Form # AHAG 050(DC) 0110
Group Accident Insurance Enrollment Form – Form # AHAG A01(DC) 0110
Group Application for Group Accident Insurance – Form # AHAG A02(DC) 0110

To Whom it May Concern:

I respectfully submit the filing referenced above on behalf of Catlin Insurance Company, Inc. ("Catlin") for your review and approval prior to use in your state. Westmont Associates, Inc. has been requested to file these forms on behalf of Catlin. Please see the enclosed authorization letter.

The forms listed above were previously approved by your Department on December 21, 2012 under SERFF Tracking # CATL-128800724. The corresponding rate filing was previously approved by your Department on **December 21, 2012** under SERFF Tracking # **CATL-128800723**. There is no deviation from the previously approved rates for this filing.

Upon approval from your Department, Catlin intends to issue the subject policy to Consumer Benefits of America (CBA), a Missouri domiciled association. Please find information pertaining to the Association and its operations.

- The Consumer Benefits of America was established in 1982 and is located at 4236 Lindell, St. Louis, MO 63108, you can visit their website at www.consumerbenefits.com.

Catlin Insurance Company, Inc. requires disclosure of premium separate from other association membership dues, fees or other benefits.

Association membership dues and premiums are collected by the Association directly from its members through back draft or credit card authorization on the member's preferred draft/charge date.

The purpose of this Association is to provide members the advantage of group buying, resulting on discounts on various services and products.

The insured can not negotiate any policy forms, certificates and/or riders. Nothing is included in the policy that has not been previously approved by your state.

Applicants can apply and enroll in the Associations insurance products either initially or after enrolling in the Association.

I thank you in advance for the time spent on this filing and trust that you will find everything in order. Please do not hesitate to contact me directly at 856-216-0220, x 211 or at carolyn@westmontlaw.com if you have any questions or require additional information.

Respectfully,

Carolyn Smart

Carolyn Smart



1330 Post Oak Boulevard
Suite 2325
Houston, TX 77056

February 13, 2013

Catlin Insurance Company, Inc.
FEIN#: 204929941
NAIC#: 4574 19518

Letter of Authorization
Filing of Forms, Rates and Rules

Dear Sir or Madame:

In accordance with the applicable statutes and regulations in your state, Darcy Lebau and Westmont Associates are hereby authorized to file form and rate filings on behalf of Catlin Insurance Company, Inc.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bob Eells".

Bob Eells
Director – Regulatory Development

BY-LAWS
OF
CONSUMER BENEFITS OF AMERICA

ARTICLE I
GENERAL

Section 1. Name. The name of the association shall be Consumer Benefits of America.

Section 2. Principal Location. The principal location of the Association shall be located at Jefferson City, Missouri. The Association may have other offices within or without of this State as the Board of Directors may from time to time determine.

Section 3. Purpose. The basic purpose, object and business of this organization shall primarily be to promote consumer awareness in the market place through seminars; to act as a clearinghouse of information that will aid consumers in making informed purchases; to make them aware of their legal rights and obligations as consumers; to lobby for more effective consumer protection legislation; to make consumers more aware of comparison shopping that will increase their purchasing power; to promote product research; as well as any activity permitted under the Missouri Not For Profit Corporation Act.

Section 4. Limitations of Methods. The Association shall observe all local, State and Federal laws which apply to a non-profit organization as defined in Section 501(c)(3) of the Internal Revenue Code.

ARTICLE 11
MEMBERSHIP

Section 1. Classes of Members. The Association shall have three classes of members. The designation of such classes, and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association
2. Family membership: The individual, his spouse and dependent children are entitled to participate in all benefit programs offered by the Association.
3. Limited membership: The member is entitled to participate in only certain designated benefit programs offered by the Association.

Section 2. Number. The membership of the Association shall be unlimited.

Section 3. Dues and Assessments. The fees or dues of any class of membership may be increased, reduced, or waived altogether, without formally revising or amending the By-Laws if deemed advisable and practicable by the officers of the Association in conducting membership enrollment or renewal drives.

Section 4. Voting Rights. CBA Members will be entitled to one (1) vote for directors at annual meetings, either personally or by proxy. Each member will be given notice of the date and location of the annual meeting at least thirty (30) days in advance of the meeting, as well as a proposed slate of directors and proxy.

Section 5. Transfer of Membership. Membership in this Association is not transferable nor may it be assigned.

Section 6. Meetings. The annual meeting or any special meeting of the members shall be held at such times and in such locations as are determined by the Board of Directors.

ARTICLE III BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure, and Qualifications. There will be a minimum of 3 Directors, each of whom will serve for a staggered period of three (3) years, or until a successor is elected. One new Director will be elected each year. Directors may be proposed for the ballot by a petition signed by at least 5% of the current active members, or by a majority of the then current Board of Directors. At least one-hundred twenty (120) days prior to the annual meeting, CBA shall send all members notice that proposals for Directors are being accepted, as well as the number of active members that are required to sign a petition for a proposed Director to be placed on the ballot. All proposals for Directors shall be submitted to CBA at least sixty (60) days prior to the annual meeting.

Section 3. Regular Meeting. A regular annual meeting of the Board of Directors shall be held immediately after the annual meeting of members. The Board of Directors may provide by resolution the time and place, within the United States for the holding of additional regular meetings of the Board.

Section 4. Special Meetings. Special meeting of the Board of Directors may be called by or at the request of the president or any two directors. All special meetings shall state the purpose of the meeting and be held at the registered or any administrative office of the Association unless otherwise agreed upon by a majority of the Board.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least seven days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If notice is delivered by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for the attendance at each regular or special meeting of the Boards. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

ARTICLE IV OFFICERS

Section 1. Officers. All officers of the Association shall be residents of the United States. The officers of the Association shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of the president and secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected by the Board of Directors. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of their term.

Section 5. President. The president of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and of the Board of Directors.

Section 6. Vice President. In the absence of the president or in the event of his inability or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such other duties as from time to time may be assigned him by the president or by the Board of Directors.

Section 7. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys received by the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws.

Section 8. Secretary. The secretary or assistant secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the secretary or assistant secretary by such member; and in general perform all duties incident to the office of the secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the Board of Directors.

Section 9. Hiring and Contracting. The Board of Directors may hire such employees or contract with such parties as they deem necessary to provide the Association with administrative and other services necessary to perform its purpose.

ARTICLE V COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law. The president shall be an ex-officio member of all committees of Directors.

Section 2. Term of Office. Each member of a committee shall continue as such until replaced, unless the committee shall be sooner terminated, or unless such member be removed from such committee or resigns. A member of any committee shall be eligible for reappointment.

Section 3. Chairman. One member of each committee shall be a Director appointed by the chairman.

Section 4. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 5. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VI
CONTRACTS, CHECKS, DEPOSITS & FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agent of the Association to enter into contract or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or vice president of the Association.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequest or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans or financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE VII
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the president or vice president and by the secretary or any assistant secretary and shall be sealed with the seal of the Association. All certificates evidencing membership of any class shall be consecutively numbered and contain the name and address of each member and the date of issuance of the certificate. If the certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a person has applied for and is eligible for membership and has paid any initiation fee and/or dues that may then be required, the Board of Directors will provide for the issuance of Member Benefit Guide and ID Card., evidencing membership in the Association which shall be in such form as may be determined by the Board. If the Benefit Guide and/or ID Card shall become lost, mutilated or destroyed, a new Benefit Guide and ID Card may be issued therefore upon such terms and conditions as the Board of Directors may determine.

ARTICLE VIII
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceeding of its members, Board of Directors, and committees having any of the authority of the Board of Directors.

ARTICLE IX
DUES

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of initiation fee, if any, and annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

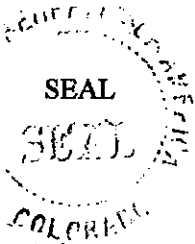
Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period for which such dues became payable, such member may be, at the discretion of the Board of Directors, automatically dropped from membership.

ARTICLE X
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI
AMENDMENTS OF BY-LAWS

These By-Laws may be altered, amended, modified or repealed and new By-Laws may be approved by a majority vote of the CBA Members, however the provisions set forth in Article II, Section 4., Article III, Section 2 and the Article XI herein may not be modified except by a vote of at least two-thirds of the CBA Members.



Edie Sarten
Edie Sarten, Director

Kevin Christensen
Kevin Christensen, Director

Laura Kretschman
Laura Kretschman, Director

Revised 01/11/2006

ARTICLES OF CORRECTION
OF
CONSUMER BENEFITS OF AMERICA

FILED

OCT 16 1990

Roy D. Blunt
SECRETARY OF STATE

Honorable Roy D. Blunt
Secretary of State
State of Missouri
P.O. Box 778
Jefferson City, MO 65102

Pursuant to the provisions of Section 351,049 RSMo 1986 as amended,
the undersigned corporation certifies the following:

1. That the 1988/1989 Annual Registration Reports and 1990 Interim
Registration Report attached hereto are incorrect in that they contain the
wrong names and addresses of the officers and directors of this corporation.

The correct officers and directors of this corporation are as follows:

Thomas M. Boyle	Director/President
Virginia Boyle	Director/Vice President
Patricia L. Barz	Director/Exec. Secretary

The correct address of the corporation is 1620 Kipling, Lakewood, Colorado
80215.

2. In July 1987, the management of this not-for-profit corporation
was transferred.

3. On July 10, 1987, an amendment to its Articles of Incorporation
were filed, changing its name and appointing Nicholas M. Monaco Registered
Agent for same.

The change of Registered Agent was not recognized by the Missouri Secretary
of State and upon forfeiture the former Registered Agent took the steps
necessary to rescind the forfeiture.

4. Attached hereto as Exhibit A is an Affidavit from the President
listed on the 1990 Interim Registration Report reflecting that the officers
and directors are not accurate and that the officers and directors listed
herein are the officers and directors of this corporation.

5. Attached hereto as Exhibit B are amended 1988 and 1990 Annual
Registration Reports.

CONSUMER BENEFITS OF
AMERICA, INC.

(CORPORATE SEAL)

Thomas M. Boyle
Thomas M. Boyle, President

ATTEST:

Patricia L. Barz
Patricia L. Barz, Secretary

FILED

OCT 16 1990

Roy D. Blunt
SECRETARY OF STATE



State of Missouri . . . Office of Secretary of State
ROY D. BLUNT, Secretary of State

Articles of Amendment
to the
Articles of Incorporation
of a
General Not For Profit Corporation
(To be submitted in duplicate by an attorney.)

FILED AND CERTIFICATE
ISSUED

JUL 10 1987

Roy D. Blunt
Corporation Dept. SECRETARY OF STATE

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO 65102

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of the "General Not For Profit Corporation Law" of the State of Missouri, hereby executes the following Articles of Amendment:

1. The name of the corporation is Association for Conscientious Consumers

2. There are NO members, having voting rights with respect to amendments;
(Insert "no" or "some")

(Strike paragraphs (a), (b) or (c) when not applicable)

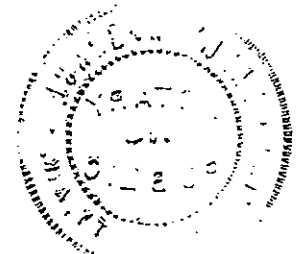
3. (a) At a meeting of members, at which a quorum was present, held on _____, 19____, same receiving at least two-thirds (2/3) of the votes entitled to be cast by the members of the corporation present or represented by proxy at such meeting, the following amendments were adopted.

(b) By a consent in writing signed by two-thirds (2/3) of all the members of the corporation entitled to vote with respect thereto, the following amendments were adopted;

(c) At a meeting of directors (members having no voting rights with respect to amendments) held on July 6, _____, 19 87, same receiving the votes of a majority of the directors then in office, the following amendment or amendments were adopted:

4. Article number "1" is amended to read as follows:

"The name of the corporation is Consumer Benefits of America."



IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President or Vice President, and its Secretary or Assistant Secretary, this Sixth day of July, 19 87.

CORPORATE SEAL
(If no seal, state "None")

NONE

Association for Conscientious Consumers
(Exact Corporate Title)

By Reva Fletcher
Its President or Vice-President

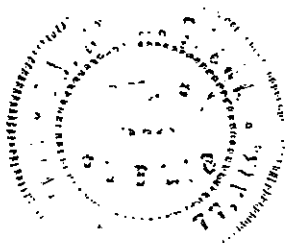
By Joseph P. Elmer
Its Secretary or Assistant Secretary

State of Arkansas
County of Pulaski } ss

I, Nancy A. Crase, a Notary Public, do hereby certify that on the Sixth day of July, 19 87, Reva Fletcher (Acknowledgement by either officer is sufficient) personally appeared before me and being first duly sworn by me, acknowledged that she signed as his free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true, to his knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(NOTARIAL SEAL)



Nancy A. Crase
Notary Public

My commission expires 11-1-90



State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

ARTICLES OF INCORPORATION
OF A

GENERAL NOT FOR PROFIT CORPORATION

(To be submitted in duplicate by an attorney or an incorporator)

HONORABLE JAMES C. KIRKPATRICK FILING FEE \$10.00
SECRETARY OF STATE
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65102

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

AUG 27 1982

We, the undersigned,

(Not less than three)

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

being natural persons of the age of eighteen years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

- 1. The name of the corporation is: Association for Conscientious Consumers
2. The period of duration of the corporation is: perpetual
3. The address of its initial Registered Office in the State of Missouri is: 4236 Lindell St. Louis Missouri 63108
and the name of its initial Registered Agent at said Address is: Dale D. Turvey
4. The first Board of Directors shall be 3 in number, their names and addresses being as follows:

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

5. The purpose or purposes for which the corporation is organized are:

To promote consumer awareness in the market place through seminars; to act as a clearinghouse of information that will aid consumers in making informed purchases; to make them aware of their legal rights and obligations as consumers; to lobby for more effective consumer protection legislation; to make consumers more aware of comparison shopping that will increase their purchasing power; to promote product research; as well as any activity permitted under the Missouri Not For Profit Corporation Act.

(NOTE: Any special provision authorized or permitted by Statute to be contained in the Articles of Incorporation may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

	}	Incorporators
<i>Dale D. Turvey</i>		
<i>Susan J. Turvey</i>		

VERIFICATION

STATE OF Missouri
County of St. Louis

} ss.

I, Rosetta E. Weintraub, a Notary Public, do hereby certify that on the

25th day of August, 1982
Dale D. Turvey, F. C. Schumacher, Jr., Susan J. Turvey
Type or Print (Names of Incorporators)

personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



Rosetta E. Weintraub
(Notary Public)

NOTARIAL SEAL
ROSETTA E. WEINTRAUB
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 4/12/86
My commission expires: ST. LOUIS COUNTY

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

AUG 27 1982

James J. [Signature]