

EXHIBIT A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ANTHEM INSURANCE COMPANIES, INC.**

Anthem Insurance Companies, Inc. (hereinafter referred to as the "Corporation"), duly existing under the Indiana Insurance Law and desiring to amend and restate its Articles of Incorporation in connection with its conversion from a mutual insurance company to a stock insurance company under the Indiana Demutualization Law, submits the following Amended and Restated Articles of Incorporation:

**ARTICLE I
NAME**

The name of the Corporation is Anthem Insurance Companies, Inc.

**ARTICLE II
ADDRESS AND REGISTERED AGENT**

The post office address of the Corporation's principal office at the time of the effectiveness of these Amended and Restated Articles of Incorporation is 120 Monument Circle, Indianapolis, Indiana 46204. The name and address of the Corporation's registered agent at the time of effectiveness of these Amended and Restated Articles of Incorporation is Nancy L. Purcell, 120 Monument Circle, Indianapolis, Indiana 46204.

**ARTICLE III
PURPOSES AND POWERS; PLAN OR PRINCIPLE**

Section 3.1. Purposes and Powers. The purpose or purposes for which the Corporation has been formed are as follows: to make or write all or any one or more of the kinds of insurance and reinsurance comprised in any one of Classes 2 and 3 under Section 27-1-5-1 of the Indiana Insurance Law, including, but not limited to, insurance for hospitalization expenses, medical and surgical expenses, illness expenses, and any and all other health care expenses to the extent fixed in coverage certificates and contracts, such insurance being in Class 2(a) under Section 27-1-5-1 of the Indiana Insurance Law, and to do all things necessary and appropriate for carrying on the business of such an insurance company. The Corporation shall have and may exercise all of the rights, privileges and powers set forth in Section 27-1-7-2 of the Indiana Insurance Law, and as otherwise authorized by

the Indiana Insurance Law, and shall have the power to do all acts and things necessary, convenient or expedient to carry out the purposes for which it was formed.

Section 3.2. Plan or Principle. The plan or principle upon which the business of the Corporation is to be conducted in the State of Indiana and other states is as follows:

(a) To inaugurate, operate and maintain hospital service plans by which hospitalization will be furnished to those in need of hospital service who obtain coverage certificates or contracts from this Corporation, to the extent provided in such certificates or contracts.

(b) To enter into contracts with hospitals for such hospitals to furnish hospital care to those entitled to it under the terms of the coverage certificates or contracts of the Corporation.

(c) To enter into contracts of insurance providing for hospital care for persons named in the applications for coverage, with an assignment from such persons by which payments thereunder shall be made directly to the hospitals which render the service and not to the beneficiaries named in the service contracts.

(d) To carry on business as a voluntary employee beneficiary association for the payment of hospital expenses to the extent provided in the service contracts or policies.

(e) To develop and conduct an indemnity plan of insurance against the cost of medical and surgical care, and to operate under the Indiana Insurance Law as a stock insurance company on the indemnity plan, and to be the instrumentality through which prepayment for medical and surgical care may be arranged for those who are covered by the Corporation.

(f) To issue policies in the form of coverage certificates, as approved by the appropriate state departments of insurance, to those who obtain insurance in the Corporation.

(g) To issue policies guaranteeing the payment of medical, surgical, hospital and other health care benefits to persons who are entitled to such benefits under contracts with insurance companies, health maintenance, preferred provider, or similar organizations owned by or affiliated with the Corporation.

(h) To do all things necessary and appropriate for carrying on the business of such an insurance company, and to exercise all of the general rights and privileges and powers authorized by the Indiana Insurance Law.

(i) To enter into contracts of insurance and issue coverage certificates for all or any one or more of the kinds of insurance and reinsurance comprised in any one of Classes 2 and 3 of Section 27-1-5-1 of the Indiana Insurance Law, including, but not limited to, insurance providing for the payment of hospitalization expenses, medical and surgical expenses, illness expenses, and any and all other health care expenses.

ARTICLE IV
PERIOD OF EXISTENCE

The term for which the Corporation is to continue as a corporation shall be perpetual.

ARTICLE V
CAPITAL STOCK

Upon effectiveness of these Amended and Restated Articles of Incorporation, the Corporation shall have authority to issue up to Five Hundred Million (500,000,000) shares of capital stock, which shall be of one class and kind any may be referred to as Common Stock. Each share of Common Stock shall have a par value of One Dollar (\$1.00). Upon effectiveness of these Amended and Restated Articles of Incorporation, and pursuant to the Corporation's conversion from a mutual to a stock company under the Indiana Demutualization Law, the Corporation has issued and outstanding a total of One Hundred Million (100,000,000) shares of its Common Stock and has an additional paid-in capital or additional paid-in surplus in respect of that issued and outstanding Common Stock of not less than _____ (\$_____).

ARTICLE VI
INCORPORATORS, OFFICERS AND DIRECTORS

Section 6.1. Original Incorporators, Officers and Directors. The name, occupation and post office address of each of the incorporators, officers and Directors at the time of the original incorporation of the Corporation in 1944 is included within the original incorporation documents of the Corporation, which are hereby incorporated by reference.

Section 6.2. Current Directors. The name, occupation and post office address of each Director of the Corporation as of the effectiveness of these Amended and Restated Articles of Incorporation are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Address</u>
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[Insert information prior to filing]

Section 6.3. Current Officers. The name, title and post office address of each officer of the Corporation as of the effectiveness of these Amended and Restated Articles of Incorporation are as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>
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[Insert information prior to filing]

ARTICLE VII
BOARD OF DIRECTORS

Section 7.1. Management. The business of the Corporation shall be managed by a Board of Directors. The Directors shall have all of the qualifications, powers and authority and shall be subject to all limitations as set forth in the Indiana Insurance Law. The number of Directors of the Corporation shall not be less than five (5) nor more than nineteen (19), the exact number to be specified from time to time in the manner provided by the Corporation's By-Laws. The number of Directors at the time of effectiveness of these Amended and Restated Articles of Incorporation is thirteen (13).

Section 7.2. Vacancy. Any vacancy on the Board of Directors caused by resignation, removal, death or other incapacity or increase in the number of Directors may be, at the discretion of the Board, filled by a majority vote of the remaining Directors, or left unfilled until the next meeting of shareholders. The failure of the Board of Directors or the shareholders to fill one or more vacancies on the Board of Directors or to elect a full Board of Directors shall not in any way prevent or restrict the Board of Directors from exercising the powers of the Corporation or from directing its business and affairs.

Section 7.3. Removal of Directors. Any one or more of the members of the Board of Directors may be removed only at a meeting of the shareholders or Directors called expressly for that purpose. Removal by the shareholders requires an affirmative vote of the holders of outstanding shares representing at least two-thirds (2/3) of all the votes then entitled to be cast at an election of Directors. Removal by the Board of Directors requires an affirmative vote of at least two-thirds (2/3) of all Directors. No Director may be removed except as provided in this Section 7.3.

Section 7.4. By-Laws. The Board of Directors shall have the exclusive power to make, alter, amend or repeal, or to waive provisions of, the By-Laws of the Corporation, in the manner provided therein.

ARTICLE VIII
MEETINGS OF SHAREHOLDERS

Section 8.1. Shareholder Meetings. All meetings of shareholders shall be held at such place, within or without the State of Indiana, as designated by the Board of Directors or the other persons calling the meeting.

Section 8.2. Action Without Meeting. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting, if the action is taken by all shareholders entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken, signed by each shareholder and delivered to the Corporation for inclusion in the minutes for filing with the corporate records. The record date for determining the shareholders entitled to take action without a meeting is the date the first shareholder signs the consent. Action taken under this section is effective when the last shareholder signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date. Such consent shall have the same affect as a unanimous vote of all shareholders and may be described as such in any document.

ARTICLE IX
INDEMNIFICATION

Section 9.1. Indemnification. The Corporation shall indemnify every Eligible Person (certain capitalized terms used in this Article IX are defined below) against all Liability and Expense that may be incurred by him or her in connection with or resulting from any Claim to the fullest extent authorized or permitted by the Indiana Insurance Law, as the same exists or may hereafter be amended (but in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), or otherwise consistent with the public policy of the State of Indiana. In furtherance of the foregoing, and not by way of limitation, every Eligible Person shall be indemnified by the Corporation against all Liability and reasonable Expense that may be incurred by him or her in connection with or resulting from any Claim, (a) if such Eligible Person is Wholly Successful, on the merits or otherwise, with respect to the Claim, or (b) if not Wholly Successful, then if such Eligible Person is determined to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation or at least not opposed to its best interests and, in addition, with respect to any criminal Claim is determined to have had reasonable cause to believe that his or her conduct was lawful or had no reasonable cause to believe that his or her conduct was unlawful. The termination of any Claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that an Eligible Person did not meet the standards of conduct set forth in clause (b) of this Section 9.1. The actions of an Eligible Person with respect to an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 shall be deemed to have been taken in what the Eligible Person reasonably believed to be the best interests of the Corporation or

at least not opposed to its best interest if the Eligible Person reasonably believed he or she was acting in conformity with the requirements of such Act, or he or she reasonably believed his or her actions to be in the interests of the participants in or beneficiaries of the plan.

Section 9.2. Definitions.

(a) The term "Claim" as used in this Article IX shall include every pending, threatened or completed claim, action, suit or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), civil, criminal, administrative or investigative, formal or informal, in which an Eligible Person may become involved as a party or otherwise (i) by reason of his or her being or having been an Eligible Person, or (ii) by reason of any action taken or not taken by him or her in his or her capacity as an Eligible Person, whether or not he or she continued in such capacity at the time such Liability or Expense shall have been incurred.

(b) The term "Eligible Person" as used in this Article IX shall mean every person (and the estate, heirs and personal representatives of such person) who is or was a Director, officer or employee of the Corporation or who, while a Director, officer or employee of the Corporation, is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, member, manager, agent or fiduciary of any other corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other organization or entity, whether for profit or not. An Eligible Person shall also be considered to have been serving as a Director, officer, trustee, employee, agent or fiduciary of an employee benefit plan at the request of the Corporation if his or her duties to the Corporation also imposed duties on, or otherwise involved services by, him or her to the plan or to participants in or beneficiaries of the plan.

(c) The terms "Liability" and "Expense" as used in this Article IX shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of, an Eligible Person.

(d) The term "Wholly Successful" as used in this Article IX shall mean (i) termination of any Claim, whether on the merits or otherwise, against the Eligible Person in question without any finding of liability or guilt against him or her, (ii) approval by a court or agency, with knowledge of the indemnity herein provided, of a settlement of any Claim, or (iii) the expiration of a reasonable period of time after the threatened making of any Claim without commencement of an action, suit or proceeding and without any payment or promise made to induce a settlement.

(e) As used in this Article IX, the term "Corporation" includes all constituent entities in a consolidation or merger and the new or surviving corporation of such consolidation or merger so that any Eligible Person who is or was a Director, officer or employee of such a constituent entity, or is or was serving at the request of such constituent entity as a Director, officer, partner, trustee, employee, member, manager, agent or fiduciary of any other corporation, partnership, joint venture, trust, employee benefit, limited liability company or other organization or entity, whether for profit

or not, shall stand in the same position under this Article XI with respect to the new or surviving corporation as he would if he had served the new or surviving corporation in the same capacity.

Section 9.3. Advancement of Expenses. Expenses incurred by an Eligible Person who is a Director of the Corporation in defending any Claim shall be paid by the Corporation in advance of the final disposition of such Claim promptly as they are incurred upon receipt of an undertaking by or on behalf of such Eligible Person to repay such amount if he or she is determined not to be entitled to indemnification. Expenses incurred by any other Eligible Person with respect to any Claim may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Eligible Person to repay such amount if he or she is determined not to be entitled to indemnification.

Section 9.4. Non-Exclusivity. The rights of indemnification and advancement of expenses provided in this Article IX shall be in addition to any rights to which any Eligible Person may otherwise be entitled. The Board of Directors may, at any time and from time to time, (i) approve indemnification of any Eligible Person to the fullest extent authorized or permitted by the provisions of applicable law or otherwise consistent with the public policy of the State of Indiana, whether on account of past or future transactions, and (ii) authorize the Corporation to purchase and maintain insurance on behalf of any Eligible Person against any Liability or Expense asserted against or incurred by him or her in such capacity or arising out of his or her status as an Eligible Person, whether or not the Corporation would have the power to indemnify him or her against such Liability or Expense.

Section 9.5. Contract. The provisions of this Article IX shall be deemed to be a contract between the Corporation and each Eligible Person, and an Eligible Person's rights hereunder shall not be diminished or otherwise adversely affected by any repeal, amendment or modification of this Article IX that occurs subsequent to such person becoming an Eligible Person.

ARTICLE X

AMENDMENT OF ARTICLES

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation or in any amendment hereto or to add any provision to these Amended and Restated Articles of Incorporation or to any amendment hereto in any manner now or hereafter prescribed or permitted by the provisions of the Indiana Insurance Law as from time to time in effect or by the provisions of any other applicable statute of the State of Indiana; and all rights conferred upon shareholders in these Amended and Restated Articles of Incorporation or any amendment hereto are granted subject to this reservation.