

Health Letter

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Long-Term Care Insurance: Perennial Questions, Updated Answers

Seventeen years ago, the Health Letter published several articles on long-term care insurance. Since then, the federal legislation governing such insurance, and the data on costs and coverage, have changed significantly. Moreover, this segment of the insurance market has been the fastest-growing type of health insurance in recent years. We are therefore offering an update on the topic. We use a question-and-answer format to address what long-term care insurance is, how it works, when it does and does not make sense, its potential pitfalls, and some of the 'fine print' to which you should pay attention. This information comes from a variety of sources, some of which we have listed at the end for you to check out.

In 2010 the Baby Boomers will reach 'Golden Pond.' Much has been written about what this means in terms of their needs, including their anticipated utilization of health care and projected health care expenditures. Increased longevity and rising health care costs magnify individual worries and collective concerns. Many wonder how they'll get the care they need if they have a serious chronic condition, need help with everyday activities, or — more worrisome — are incapacitated mentally or physically and require care 24/7. Because Medicare covers only some nursing home care following hospitalization, and then only in certain facilities, you should

not rely on Medicare to meet your long-term care needs. And so-called Medigap policies, which supplement services not covered by Medicare, do not cover long-term care costs.

Fears are heightened by the rising proportion of never-married and divorced and/or childless people who cannot count on spouses or other family members to take care of them. In addition, geographical mobility means that many people do not live near kin and friends who could oversee their health needs. Many of those at risk are rightfully worried that medical expenses could wipe them out financially, leaving them without coverage when they need it most. Long-term care insurance is designed to fill this gap and address this concern.

1. What is long-term care (LTC)?

Long-term care is defined as "the assistance provided when a person is unable to provide for himself or herself" and can range from episodic care for help with distinct tasks at

home to a full array of skilled nursing services in a nursing home. Most often, it includes the following:

- Home health care, including help with activities of daily living (ADLs): bathing, continence, dressing, eating, toileting, and transferring
- Respite care
- Hospice care
- Adult day care
- Nursing home care
- Care in an assisted living facility
- Care management services (to coordinate and monitor the delivery of LTC services).

LTC can vary over time as well as from one person to another. It includes both medical and custodial services, and can have different intensities and price tags. LTC insurance seeks to cover the costs associated with the array of services that are comprised in LTC.

2. What's the theory behind insurance companies offering LTC coverage?

Although LTC insurance is offered

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by a number of companies, long-term care fails to meet three of the conditions that make a risk insurable. The first of these is that the probability of a loss (“loss” being defined as the event to be averted, i.e., fire, flood, car crash, illness, etc.) be low. When this condition is met, the insurance premium can be very small in relation to the potential loss. As a result, there will be a broad pool of people who have an interest in protecting themselves against the loss. The second principle is that the potential loss should be definite; this avoids disputes over whether or not a loss actually occurred, and over whether or not it is covered by the terms of the insurance contract. The third principle is that the potential loss should be fortuitous, i.e., occurring accidentally or by chance and not within the control of the insured or of family members.

LTC insurance is at odds with each of these requirements. First, the probability of loss is high. It is estimated that about 60 percent of the population over age 65 will require at least some type of long-term care services during their lifetimes. In addition, the extent and severity of “loss” may be subject to dispute: there are degrees of incapacity, and benefits may not ‘kick in’ until you have reached a certain level of need. Moreover, there may be discrepancies regarding how many activities you need help with, and this can determine coverage. Finally, decisions about whether or not to seek LTC, and when and where to seek it, are often initiated by the insured or his/her family members.

Because they are dealing with risks that are not easily insurable, insurance companies seek to protect themselves against potential loss. They do this by hedging their bets in a climate of uncertainty. This means avoiding higher risks, restricting or delaying services, adding a “cushion” to their premiums to make sure they will make a profit, and employing an array of devices to avoid paying for

costly care. Those facing denial of coverage or restrictions that become obvious only after they have paid for care may have no option other than to file a grievance and/or initiate a lawsuit. And because it is only when consumers have become physically, mentally, or emotionally disabled that they need the benefits of long-term care insurance, they are often unable to assert their rights. It is therefore not surprising that the market for LTC insurance has been described as one that “riddled with loopholes” and “ripe with the potential for fraud.”

3. How much does long-term care cost?

Long-term care is expensive, and can vary greatly from one state to another. While the average hourly cost of home health care was \$18 nationally in 2004, it ranged from a low of \$13 (in Louisiana or Mississippi) to a high of \$26 or \$27 (in Rochester, Minnesota, and in Alaska, respectively). Similarly, the average monthly cost of assisted living care, which was \$2517 for the nation as a whole, also varied more than twofold, from \$1516 in Fargo, North Dakota to \$3920 in the District of Columbia.

At present, a private room in a nursing home costs an average of \$76,460/year, or \$209/day. Again, this will vary on the nature of the care and the facility, and in the city or state in which it is located. In some cities, the average annual cost of a nursing home stay can exceed \$100,000. And because these costs are rising, many think about protecting themselves by getting LTC insurance.

4. Who can get LTC insurance coverage? What is not covered?

Interestingly, someone as young as 18 can purchase LTC insurance. But, most often, it is people in their 50s or older who begin to give serious thought to needing long-term care. Because LTC insurance is sold to healthy individuals, some may opt to buy it at a younger age. Most typically, companies will sell LTC insurance

to someone as young as 40. Most companies will enroll persons up to age 84; often, however, they provide only restricted benefits to those over 79. The older the buyer, the higher the premium.

Insurers are always on the lookout for “pre-existing conditions” for which you had symptoms or received care before applying for insurance. Lack of candor in providing this information to the insurance company can result in their not covering services related to that condition or even to their canceling the policy altogether. A pre-existing condition may not disqualify you from coverage; but the insurer may not cover care for that condition for a given period after the policy goes into effect.

Insurers may refuse to insure those who have already been diagnosed with certain chronic diseases, including Alzheimer’s disease. Some may decline to accept even healthy adults who have suffered a serious childhood disease, e.g., polio. If you are not accepted, you may appeal the decision by asking that your doctor be sent a detailed description of why you were denied. If the doctor can add information, or rectify information that may have been misconstrued, you may be able to reapply. Alternatively, if you decide to get LTC insurance, you may want to apply to a different insurer, because different companies have different standards and cut-off points for deciding whom they will insure.

Advances in genetics are presenting new challenges in this area. Most states prohibit or restrict the use of genetic information as criteria for some forms of health insurance, but only a minority of states has addressed the use of genetic information for LTC insurance coverage. This is an area that is in flux, so you should find out what the applicable laws are in your state.

Being able to get LTC insurance does not mean that you are necessarily covered for given benefits once you have insurance and need care. Most LTC insurance policies do not cover services for the following:

- Mental or nervous disorder or disease, other than Alzheimer's disease or other dementia;
- Alcohol or drug addiction;
- Illness or injury caused by an act of war;
- Treatment the government has provided in a government facility or already paid for; or
- Attempted suicide or intentionally self-inflicted injuries.

Some insurance policies also incorporate "gatekeeper" or "trigger" provisions for when and whether benefits begin. For example, some benefits are limited to those who are unable to perform at least two activities of daily living. The trigger for benefits is therefore not admission to a nursing home, but rather the inability to perform specific activities. In addition, most policies have an "elimination period" (also known as a deductible or waiting period) before services are covered. Thus, benefits can start 20, 30 or even 100 days after you begin using LTC or enter a LTC facility. Some policies have a zero-day elimination period, but these cost more.

5. How are LTC insurance rates set?

LTC insurance premiums depend on a number of factors, including the following:

- Your specific age and health status
- The scope of services covered, and where they are covered
- Length of coverage
- How benefits are paid (expense-incurred vs. indemnity vs. disability method). The former will pay benefits only when you receive eligible services. Under the indemnity method, the benefit is a set dollar amount, regardless of the care received or the expenses incurred. Under the disability method, once you meet the benefit eligibility criteria, you receive a daily benefit even if you are not receiving any LTC.
- "Triggers," "elimination periods" and other similar restrictions on benefits (See #4 above)

• Whether coverage is individual vs. group

- Whether or not benefits are protected from inflation
- Whether inflation adjustment is "simple" (increasing by the same dollar amount each year) vs. "compounded" (increasing by a given rate of inflation each year, applied to a mounting 'principal')
- Whether or not you forfeit benefits if you discontinue the policy for any reason
- Whether or not the insurance is "tax-qualified" (for which you may be able to deduct all or part of your premiums) vs. non-tax qualified insurance
- Other options that determine the type of coverage you have after you have dipped into the benefits
- How you choose to pay (e.g., lump-sum, over a given number of years, higher premiums that end at a certain age).

The many factors that go into setting premiums for LTC insurance often befuddle consumers. Policies and prices vary a great deal, making it difficult to figure out what you are trading off when you look into different offers. Many seemingly-similar LTC insurance packages are difficult to compare. If rates vary greatly, the benefits you are likely to get will probably vary as well. Nevertheless, price alone does not necessarily reflect a policy's worth. The Government Accountability Office of the United States therefore warns consumers not to rely on the price of a policy as a measure of value.

Moreover, even comprehensive, broad benefits can be encumbered by a number of "triggers" and "elimination periods" that may result in exclusions when you need coverage. These provisions are the reason claims are denied, thereby undermining the protection you were expecting. And fighting a claim can entail a war of attrition between two unequal parties, which is why you need to know what you are getting from the outset.

6. What are the insurance companies betting on?

The insurance companies are betting on your having a long and healthy life, without any need for long-term care. In that case, they will not have to pay out any of the premiums they have collected. They are also betting that you insure yourself at a relatively young age, long before you need LTC. A 60-year old may not need benefits for 20 or more years, thereby providing the company a considerable 'cushion' against possible future payments. Over time, the average age of consumers buying individual LTC insurance policies has gone down from 68 years in 1990 to 61 in 2005.

The companies may also be betting that you will let your policy lapse after having made payments for a number of years without collecting any benefits. A proportion of the insured population allows their policy to lapse, thereby paying up but foregoing benefits. During the first year of purchase, 9 percent of buyers let their policy lapse.

This situation provides companies a large hedge against losses. In LTC insurance, the probability of loss is low in the early years and increases rapidly with age. If premiums reflected this, they would be low in the early years, increase with age, and be very high in the later years. But companies create more uniform premiums by overcharging in the early years and undercharging in the later ones. Those enrollees that drop out thus leave the insurance pool after having in effect 'overpaid' for their initial premiums.

7. How much will LTC insurance cost?

Premiums will vary according to the number of factors listed in #5 above. But there are ballpark figures that will give you an idea of current costs. AARP estimates that a 65-year old in good health can expect to pay between \$2000 and \$3000/year for a policy covering nursing-home and home care. Fidelity Investments

estimates that a couple, both of whom are 65 in 2008, will need to spend \$85,000 in premiums to insure against a lifetime of long-term care expenses. And no LTC insurance policy will cover all costs, so consumers should have additional resources to supplement what is uncovered.

8. How do I know if I can afford the premiums?

There is a rule-of-thumb to decide if you can afford LTC insurance: premiums should be less than 20 percent of your disposable income after all other essential bills are paid. But keep in mind that the premiums may increase, while your disposable income may remain the same or even decrease over time.

9. Should I buy LTC insurance?

LTC insurance makes sense only for a limited segment of the population. If you currently receive or may soon receive Medicaid benefits, you need not acquire insurance. Medicaid provides services for people in nursing facilities and for those who need nursing home care but can stay at home with special community care services. Additional services vary from one state to another, so make sure you know what is covered in the state you live in: some states are a lot more generous than others. Additionally, state laws differ in terms of eligibility. As a result, they have different requirements concerning how much money and assets you can keep and still be eligible for Medicaid coverage.

If you have limited assets and can't afford premiums over the life of your policy, or if you depend solely on social security benefits or supplemental security income (SSI), then you should not purchase LTC insurance. LTC insurance is also not advisable if you often have trouble paying for utilities, food, medicine, rent, or other basic needs.

At present, 70 percent of single people and 50 percent of married couples who wind up being in need of LTC spend down their assets

and become impoverished within one year, thus becoming eligible for Medicaid. As a result, Medicaid now pays for 43 percent of all LTC expenses and for half of all nursing home costs. Medicaid is therefore the main payer of LTC in the US.

If you have assets and income that place you in the top echelons of the economic scale, it is probably reasonable for you to assume the risk of needing long-term care and not pay premiums for an indefinite period of time. Those with assets of over \$1.5 million should have the economic security to allow them to take this risk.

The Insurance Forum, an independent entity, points out that LTC insurance is not the only way to finance long-term care. One alternative is to find out the cost of a comprehensive policy and, instead of buying that policy, placing that amount in an earmarked savings program. In order to take inflation into account, the amount saved can be increased by a given percentage each year. Then, when the need for LTC arises, the cost can be covered by making withdrawals from that account. If such a need does not arise, the savings become part of the individual's estate.

These calculations suggest that those with assets between \$200,000 and \$1.5 million are the most appropriate clients for LTC insurance. In 2005, the typical purchaser of LTC insurance was age 61 and was relatively well-off. Nearly half (49 percent) of purchasers had incomes exceeding \$75,000 per year and more than three-fourths (76 percent) had liquid assets of more than \$100,000.

The National Association of Insurance Commissioners advises that you should consider buying LTC insurance if:

- You have significant assets and income
- You want to protect your assets and income
- You can pay premiums, and possible premium increases, without financial difficulty
- You want to stay independent of

the support of others

- You want to have the flexibility of choosing care in the setting that you prefer or will be most comfortable in.

10. How do I make sure that my benefits keep up with inflation?

With health care costs rising steeply, many consumers are understandably concerned that the premiums they have paid will not be sufficient to cover the benefits they need. Most LTC insurance policies offer a provision that, for an additional premium, increases the benefit by typically 5 percent per year. This is often billed as "inflation protection," but the phrase is inaccurate: costs can rise at a faster rate than the benefit escalator, and therefore protect only partially against inflation. Nevertheless, even with this caveat, most consumers are willing to pay extra for this contingency. The most recent data on who buys LTC insurance show that more than three-quarters of consumers choose this benefit.

11. How do I go about comparing different LTC insurance policies?

Because of the variations listed in #5 above, LTC policies are difficult to compare. The National Association of Insurance Commissioners (NAIC), however, has devised a series of worksheets that facilitates the process. These sheets also guide you in reading the policies carefully, and help you make explicit what you are trying to accomplish through LTC insurance. These worksheets are part of the NAIC's A Shopper's Guide to Long-Term Care Insurance, which is available online at www.ltcfeds.com/documents/files/NAIC_Shoppers_Guide.pdf

12. What happens if I decide to discontinue coverage?

That depends on the policy you have. Some policyholders can retain a partial benefit if they let their policy lapse for any reason, including

inability to pay. In that case, the policy is said to have a “nonforfeiture” benefit and the policyholder will receive some value for what he/she has paid. Policies with a nonforfeiture benefit are considerably more expensive than those lacking this benefit. The difference can range between 10 percent to 100 percent. In other cases, policyholders lose all benefits and forfeit all entitlements. It is important to know what kind of policy you have from the beginning, so that you will know what you are giving up.

13. How do I protect myself against premiums increasing beyond what is affordable for me?

It is important that you have a built-in hedge when you budget for premiums. If you can barely afford to pay the premiums when you first acquire LTC insurance, you will be unable to keep up your payments as other costs rise and your disposable income decreases. Moreover, premiums can increase over time.

While a company cannot raise its rates based on your specific age or health status, it can raise the rates for an entire class of policies (e.g., policies for those over a certain age). If your policy falls within that class, you may be subject to a premium raise. Some states therefore prohibit companies from describing their LTC insurance premiums as “level,” because this may mislead consumers. Premiums may go up, and companies have to be up-front about this. Each state regulates rate increases, and you may want to check how your state does this before committing to an indefinite, open-ended expenditure.

If the premiums rise to the point where you can no longer afford them, you may want to consider the options discussed in #14 below.

14. What happens if I discontinue paying the premiums?

As #10 above indicates, this depends on your policy. Some states require

Steer Clear of These LTC Insurance Traps and Rip-Offs:

- >> Requiring a hospital admission for an acute condition as a pre-condition for nursing care services and long-term care
- >> Requiring assistance with three or more ADLs before coverage kicks in
- >> Defining the inability to perform an ADL in vague terms
- >> Having insurance company doctors determine the needs of policyholders
- >> “Elimination periods” that exceed 60 days
- >> Limiting services to those provided by RNs or LPNs
- >> Use of “continual one-on-one assistance” as the trigger for benefits
- >> Requiring providers to be Medicare-certified
- >> Death benefits that refund your estate part of the difference between the premiums collected and the benefits paid
- >> “New and improved” insurance policies with higher premiums that subject the policyholder to a new waiting period
- >> Celebrity endorsements
- >> Salespeople that do not provide you a contract to study and consider
- >> A policy that promises level premiums
- >> Scare tactics designed to force decisions, including the threat of higher premiums later or the use of imminent deadlines that are intended to benefit the insurer
- >> A dismissive and quick “If you’re sick, they’ll pay” answer to your questions concerning benefits and when they begin
- >> Official-looking postcards peddling long-term care insurance
- >> Any information on your medical history that is not complete, accurate and did not come from you
- >> A policy that does not tell you how to file a claim and appeal an adverse decision
- >> A company that does not have a A+ or A financial rating



insurers to offer “non-forfeiture benefits.” These benefits may take different forms. In some cases, the insurance company may give you a “paid-up policy,” under which you are still eligible for reduced benefits without owing any more premiums. Under the “paid up” option, you may have the same benefit period but lower daily benefits, or the same daily benefit but with a shorter benefit period. The level of benefits depends on the premiums you paid and how long you paid them.

Another option offered by some insurers is a “return of premium” non-forfeiture benefit. This will pay you all or part of the premiums you have paid if you’ve had your policy a certain number of years. Policies which offer this option are considerably more expensive than those that do not have it.

Some states require insurers to provide a “contingent benefit upon lapse” which takes effect when the premiums increase to a certain level. If you are a resident of one of those states, bought the policy at age 70, did not accept the insurer’s offer of a nonforfeiture benefit, and are now facing a premium rise that is more than 40 percent of the original premium, you have to be offered one of the “contingent benefits upon lapse.” These are: reduced benefits at the same premium, or a shift to “paid up” status with a shorter benefit period.

15. What if I need more coverage than I anticipated?

Insurance agents may switch jobs and go to other companies. When this happens to your agent, he/she may try to entice you to switch plans. This is not a good enough reason to make a change. If you feel that you need more coverage than you bought initially, you should first look into the possibility of upgrading the coverage in your current policy. This is probably simpler and less costly. Alternatively, you may choose a policy that provides more benefits. In order for any change to be as seamless as possible, and to avoid a period of

being uncovered, make sure your new policy has been approved and issued before you make the change.

Any switch is likely to have a price, and you should be aware of this. If you cancel the policy in the middle of its term, you may forfeit what you have already paid. And the new policy may have new restrictions on pre-existing conditions, which means that you may not be covered for treatment related to given illnesses.

16. What if I get “buyer’s remorse” after I have bought LTC insurance?

Because you are making a long-term commitment, you need to be sure about your decision. Take time to think things through, and do not make a choice under pressure or in a hurry. Talk to people, ask questions, learn the jargon, and consult the sources included in the box at the end of this article.

Most companies allow you to cancel the policy within after a set period; if you act within this “free-look” period, you can get your money back. States regulate this “free look” period, and its length can vary from state to state. Some states require that insurers tell policy-holders about the “free look” period on the cover page of the policy. There are requirements that must be followed to get reimbursed, so find these out and retain all information related to your policy and the cancellation transaction.

17. What other things should I be wary about?

Because of the complexity of most LTC insurance policies, you have to be attentive to much of the fine print that describes what you are actually buying, and the conditions under which you are covered. Regardless of what the sales representative tells you and what the brochures promise, you and the insurer are bound only by the printed contract, so make sure you study and understand it before signing anything. And because of the variety of ways through which you may be paying for LTC insurance,

you need to have a clear picture of what your total financial status is and is likely to be in the future. The National Association of Insurance Commissioners recommends that you discuss LTC with a financial advisor. The NAIC has also come up with a list of questions that consumers should have when looking into LTC insurance. These questions are included in the NAIC source listed at the end of this article. Additionally, you need to steer clear of the traps indicated in the sidebar to this article.

18. How can I find out if the company I’m buying a policy from is solid?

Insurer rating services analyze the financial strength of insurance companies. Different services use different criteria to assess companies, but check the relative rankings of the companies you are considering. The rating agencies include the following:

AM Best Company
<http://www.ambest.com>
Fitch IBCA, Duff & Phelps, Inc.
<http://www.bankwatch.com>
Moody’s Investor Service, Inc.
<http://moody.com>
Standard & Poor’s Insurance Rating Services
<http://standardandpoors.com>
Weiss Ratings, Inc.
<http://www.WeissRatings.com>

Another source of information is the office of your State Insurance Commissioner. Regulators in each state monitor consumer complaints and look into company practices to ensure that companies are complying with standards. Ask about the company’s track record, records of complaint, and overall experience.

All states have insurance counseling programs which are partially funded by the federal government. Your state agency on aging can provide help in deciphering long-term care insurance. ♦

Product Recalls

June 16, 2008 – July 15, 2008

This chart includes recalls from the Food and Drug Administration (FDA) Enforcement Report for drugs and dietary supplements, and Consumer Product Safety Commission (CPSC) recalls of consumer products.

DRUGS AND DIETARY SUPPLEMENTS

The recalls noted here reflect actions taken by a firm to remove a product from the market. Recalls may be conducted on a firm's own initiative, by FDA request or by FDA order under statutory authority. If you have any of the drugs noted here, label them "Do Not Use" and put them in a secure place until you can return them to the place of purchase for a full refund. You can also contact the manufacturer. If you want to report an adverse drug reaction to the FDA, call (800) FDA-1088. The FDA Web site is www.fda.gov. Visit www.recalls.gov for information about FDA recalls and recalls issued by other government agencies.

Recalls and Field Corrections: Drugs – CLASS I

Indicates a problem that may cause serious injury or death

Name of Drug or Supplement; Problem; Recall Information

Alcohol-Free Mouthwash, a yellow liquid in a 4 oz. (118 mL) plastic bottle, 60 bottles per case; 126,960 bottles; Microbial contamination of a non-sterile product. The alcohol-free mouthwash was found to be contaminated with *Burkholderia cepacia* bacteria. Lot #: 26228 and 26230; Hydrox Chemical Co.

Digitek (digoxin tablets, USP) 125 mcg and 250 mcg (0.125 mg), 100, 1000 and 5000 tablets bottles, 166 lots; Superpotent; Tablets have a thickness approximately double to that required. Many lots were involved in this recall. To find out if your dose is affected, please contact your local pharmacy. Actavis Totowa LLC.

Recalls and Field Corrections: Drugs – CLASS II

Indicates a problem that may cause temporary or reversible health effects; unlikely to cause serious injury or death

Name of Drug or Supplement; Problem; Recall Information

Amantadine Hydrochloride Capsules, USP, 100 mg, 100 and 500 count bottles, Rx only, 117,469 units; Subpotent, 18 month stability. Lot numbers: 60324A1 Apr 08, 60325A1 Apr 08, 60325A2 Apr 08, 60325A3 Apr 08, 60798A1 Sep 08, 60799A1 Sep 08, 61107A1 Dec 08, 61107A2 Dec 08, 61108A1 Dec 08, 70483A1 Jun 09, 70500A1 Jun 09, 70689A1 Aug 09, 70689A2 Aug 09, 70690A1 Oct 09, 70879A1 Oct 09, 80007A1 Jan 10, 80007A2 Jan 10, 80008A1 Jan 10; Actavis.

Glyburide (micronized) Tablets, USP; 1.5 mg, 100 count bottle, 2,091,193 units; Exceeded Impurity Specification. Lot number: 70200A1 Mar 09; Actavis.

Carbamazepine (Chewable) Tablets USP, 100mg, 100 tablets (10x10) unit dose blister packs, 1,078/100mg tablet blister packs; Failed Dissolution Specification: 6 month stability timepoint. Lot # 073553, exp. date 07/31/2009; Taro Pharmaceuticals Industries.

Chlordiazepoxide and Clidinium Bromide Capsules, 5mg/2.5mg, 100, 500 and 1000 capsule bottles, Rx only, 548,200 units; Subpotent, 18 month stability. Lot numbers: 5369A2 May 08, 5370A2 May 08, 5370A3 May 08, 5553A2 Jun 08, 5553A3 Jun 08, 5554A2 Jun 08, 60315A2 Apr 08, 60315A3 Apr 08, 60316A1 Apr 08, 60316A2 Apr 08, 60346A1 Apr 08, 60346A2

Apr 08, 60347A1 Apr 08, 60347A2 Apr 08, 60347A3 Apr 08, 60468A2 May 08, 60468A3 May 08, 60533A1 Jun 08, 60534A1 Jun 08, 60587A1 Jun 08, 60587A2 Jun 08, 60587A3 Jun 08, 60691A1 Aug 08, 60691A2 Aug 08, 60861A1 Oct 08, 60861A2 Oct 08, 60861A3 Oct 08, 60862A1 Oct 08, 60862A2 Oct 08, 61020A1 Nov 08, 61020A2 Nov 08, 61021A1 Nov 08, 61105A1 Dec 08, 61106A1 Dec 08, 70049A1 Jan 09, 70049A2 Jan 09, 70049A3 Jan 09, 70050A1 Jan 09, 70050A2 Jan 09, 70182A1 Mar 09, 70182A2 Mar 09, 70182A3 Mar 09, 70241A1 Apr 09, 70241A2 Apr 09, 70378A1 May 09, 70378A2 May 09, 70422A1 May 09, 70422A2 May 09, 70564A1 Jul 09, 70564A2 Jul 09, 70565A1 Jul 09, 70565A2 Jul 09, 70637A1 Aug 09, 70638A1 Aug 09, 70638A2 Aug 09; Actavis.

Glyburide (Micronized) Tablets, USP 6 mg, 100, 500 and 1000 count bottles, 42,024 units; Exceeded Impurity Specification. Lot numbers: 60719A1 Aug 08, 60719A2 Aug 08, 60719A3 Aug 08, 70167A1 Feb 09, 70167A2 Feb 09, 70167A3 Feb 09, 70377A1 Apr 09, 70377A2 Apr 09, 70377A3 Apr 09, 70810A1 Oct 09, 70810A2 Oct 09, 70810A3 Oct 09; Actavis.

Multi-Vita-Bets with Fluoride Chewable Tablets, 0.25mg, 100 and 1000 count bottles, 2,091,193 units; Superpotent, thiamine. 60337A1 Apr-08, 60337A2 Apr-08, 60408A1 Jun-08, 60408A2 Jun-08, 60690A1 Aug-08, 60690A2 Aug-08, 60690A3

Aug-08, 60880A1 Oct-08, 60880A2 Oct-08, 61120A1 Dec-08, 61120A2 Dec-08, 70093A1 Jan-09, 70093A2 Jan-09, 70334A1 Apr-09, 70334A2 Apr-09, 70579A1 07/2009;, 70579A2 07/2009;, 70758A1 09/2009;, 70948A1 11/2009; Actavis.

Hydrocodone Bitartrate and Homatropine Methylbromide Tablets 5mg/1.5mg CIII, 100 count bottles, 157,237 units; Sub-potent; homatropine methylbromide. Lot numbers: 60437A1 May 08, 60438A1 May 08, 60636A1 Jul 08, 60637A1 Jul 08, 60785A1 Sep 08, 60786A1 Sep 08, 60911A1 Oct 08, 60912A1 Oct 08, 61058A1 Nov 08, 61059A1 Nov 08, 70098A2 Feb 09, 70113A1 Feb 09, 70113A2 Feb 09, 70201A1 Mar 09, 70202A1 Mar 09, 70341A1 Apr 09, 70432A1 Apr 09; Actavis.

Heparin Sodium Powder, USP, Bulk, HE150, 1 Million Units, Potency = 173 U/mg CAS 9041-08-1, Recall # D-276-2008; 6 bottles; Presence of foreign substance; product found to be contaminated with over-sulfated chondroitin sulfate (manufacturer). Lot #: XB0070; Celsus Laboratories, Inc.

Glyburide (Micronized) Tablets, USP, 3 mg, 100, 500, and 1000 count bottles, 42,024 units; Exceeded Impurity Specification. Lot numbers: 60718A1 Aug 08, 60718A2 Aug 08, 61094A1 Dec 08, 61094A2 Dec 08, 70197A1 Mar 09, 70197A2 Mar 09, 70198A1 Mar 09, 70375A1 Apr 09, 70375A2 Apr 09, 70376A1 Apr 09, 70816A1 Oct 09; Actavis.

Nifediac CC (Nifedipine) Extended-release Tablets USP, 90 mg, 100-tablet bottles, Rx only; 9,240 bottles; Product does not meet dissolution specifications. Lot #: 0703T33, exp. date 02/2009; Teva Pharmaceuticals USA.

Paroxetine Tablets, USP. 20mg, 3,798 dispensing cartons; Mispacked; patient compliance pack container called (Shell Pak) labeled to contain 20mg unit of use blister cards actually contain 10mg unit of use blister cards. Lot#: T4362A; International Laboratories, Inc.,

CONSUMER PRODUCTS

Contact the Consumer Product Safety Commission (CPSC) for specific instructions or return the item to the place of purchase for a refund. For additional information from the Consumer Product Safety Commission, call their hotline at (800) 638-2772. The CPSC web site is www.cpsc.gov. Visit www.recalls.gov for information about FDA recalls and recalls issued by other government agencies.

Name of Product; Problem; Recall Information

Air Cylinders. The Walther Air Cylinders for Air Pistols can burst when in use and/or while being filled, posing a risk of serious injury to consumers. Champion's Choice, (800) 345-7179 or www.carl-walther.com.

All-Terrain Vehicles. If the Model Year 2007-2008 TRX 420 Rancher ATV's rubber CV (constant velocity) boots get punctured or torn the joint will become contaminated and severe binding of the CV joints could occur, resulting in the sudden loss of steering control. This poses a risk of injury or death to riders. American Honda Motor Co. Inc., (866) 784-1870 or www.powersports.honda.com.

Amsterdam Bicycles. The interior alignment tabs of the Amsterdam Bicycle's chainguard can be pushed against the chain causing it to derail, which poses a risk of injury to riders. The interior alignment tabs of the bicycle's chainguard can be pushed against the chain causing it to derail, which poses a risk of injury to riders. Electra Bicycle Company, (800) 261-1644 or www.electrabike.com.

Bench Scale Adapters. The Bench Scale Adapters can smoke, catch fire and melt, posing a fire hazard to consumers. American Weigh Scales, (866) 643-3444 or www.americanweigh.com.

Baby Appleseed Cribs. The Davenport Cribs fail to meet the federal safety standards for cribs. The cribs have a two mattress support system. The secondary mattress support, used for the lowest position, does not meet the full 26 inch minimum height in its lowest position, allowing children inside to crawl over the railing, posing a fall hazard. Baby Appleseed, (877) 348-2199 or www.babyappleseed.com.

Bicycle Forks. The Wolf SL Carbon Fiber Bicycle Forks steerer can break during normal use, causing the rider to lose control, fall and suffer serious injuries. Cervélo SA, (866) 296-3137 or www.cervelo.com/WolfSLRecall.

Bicycle Pedals. The steel axle inside the KéO Bicycle Pedals can break, posing a fall hazard to cyclists. Look Cycle USA, (866) 430-5665 or www.lookcycle-usa.com.

Children's Board Skirts. The paint on the grommets of the Sun Smarties™ Children's Board Skirts contains an excess level of lead, violating the federal lead paint standard. Chelsea & Scott Ltd., (866) 271-4536 or www.onestepahead.com.

CONSUMER PRODUCTS

Children's Hooded Jackets. The BongoCheetah Girls Jackets have a drawstring through the hood which can pose a strangulation hazard to children. In February 1996, CPSC issued guidelines to help prevent children from strangling or getting entangled on the neck and waist by drawstrings in upper garments, such as jackets and sweatshirts. Kids with Character LLC, (212) 695-6343.

Children's Hooded Sweatshirts. The Drawstring Hoodies have a drawstring through the hood which can pose a strangulation hazard to children. In February 1996, CPSC issued guidelines to help prevent children from strangling or getting entangled on the neck and waist by drawstrings in upper garments, such as jackets and sweatshirts. Request Jeans, (212) 302-0077.

Children's Hooded Sweatshirts. The Hooded Sweatshirts have drawstrings through the hood which pose a strangulation hazard to young children. In February 1996, CPSC issued guidelines to help prevent children from strangling or getting entangled on the neck and waist by drawstrings in upper garments, such as jackets and sweatshirts. Raw Blue Sportswear, (800) 638-1537.

Children's Stuffed Toys. The Stuffed Toy Dogs contain small parts, posing a choking hazard to young children. Daiso LLC, (866) 768-4620 or www.daisollc.com.

Climbing Lines. The Maxim Apogee and Maxim Pinnacle Dynamic Climbing Lines/Ropes can break, posing a serious fall hazard for climbers. New England Ropes, (866) 617-9038 or www.neropes.com/Climbing.aspx.

Cordless Brad Nailers. The DEWALT DC608 Cordless Brad Nailers can operate when the lock-off (safety) is in the locked position. Also, the nailer can operate when the trigger is not pulled and the contact trip is depressed. The unexpected ejection of a nail poses a serious injury hazard to consumers. DEWALT Industrial Tool Co., (866) 220-1481 or www.DEWALT.com.

Dirt Devil Vacuum Accessory Tools. Plastic pieces inside the Dirt Devil Vacuum Power Brush Attachment Tools can break apart and be ejected, posing a laceration hazard to consumers. TTI Floor Care North America, (800) 245-2296 or www.dirtdevilturbotool.com.

Electrical Wire Splices. The Electrical Wire Splices (also known as Butt Splice Connectors) can fail to hold the wires adequately together, posing a shock and fire hazard to consumers. Molex, (800) 624-4320 or www.gardnerbender.com.

Emergency and Exit Lights. The "Sure-Lite" and "AtLite" Exit and Emergency Lights can malfunction and not stay illuminated in the event of a power failure. This could result in a failure to provide adequate lighting to guide building occupants to an exit in an emergency. Cooper Lighting Inc., (800) 954-7228 or www.atlite-lighting.com.

Exercise Bikes. The alloy cranks on the Reebok Studio Exercise Cycles can break during use, posing a laceration and abrasion hazard to users. Reebok International Ltd., (800) 382-3823 or www.reebok.com.

Flame Weeders. The two-piece brass control valve can separate between the Flame Weeders and the propane tank and allow propane to leak from the tank. This poses fire and burn hazards to consumers. Gardener's Supply Co., (800) 876-5520 or www.gardeners.com.

Gas Grills. The cooking chamber of the Perfect Flame Double Lid Four Burner Gas Grills can melt and/or ignite, posing a risk of fires and burn injuries to consumers. Lucas Innovation Inc., (877) 385-8226 or www.gac3615grillrecall.com.

Halogen Work Lights. The Chicago Electric Halogen Work Lights can overheat and melt, and pose a risk of fire and electrical shock to consumers. Harbor Freight Tools, (800) 444-3353 or www.harborfreight.com.

Heat Recovery Ventilators. The motors in Light Commercial Heat Recovery Ventilators can overheat, posing a fire hazard to consumers. Venmar CES Inc., (866) 698-6283 or www.venmarces.com.

Horseshoe Magnets. The plastic coating on the Classic Horseshoe Magnet contains excessive levels of lead, which violates the federal lead paint standard. Dowling Magnets, (866) 623-3336 or www.dowlingmagnets.com.

Indoor Light Fixtures. The ceiling-mount assembly that supports the Pendant-Style Ceiling-Mounted Indoor Light Fixtures can fail, causing the fixture to unexpectedly fall and injure consumers. Progress Lighting, (866) 418-5543 or www.progresslighting.com.

Indoor Lighting Fixtures. A thermal protector could be missing from the Indoor Lighting Fixtures, posing a risk of overheating and fire. Lithonia Lighting, (800) 315-4935 or www.lithonia.com.

CONSUMER PRODUCTS

Infant Rattles. The tip of the Bright Starts Ring Rattle's antenna, which is attached to a bee figure, can detach and pose a choking hazard to small children. Kids II Inc., (877) 325-7056 or www.kidsii.com.

Learning Pots and Pans Toys. Missing screws in the blue toy pan of the Learning Pots & Pans™ Toys can cause the clear plastic cover to come loose and release small balls, presenting a choking hazard to young children. Fisher-Price, (888) 521-0820 or www.service.mattel.com.

Log Splitter Engines. The Engines used in SpeeCo and Huskee Brand Log Splitter's fuel tank can crack and leak, posing a risk of fire or explosion. American Honda Motor Corp., (800) 426-7701 or www.hondapowerequipment.com.

Magnets. The paint on the U-shaped Magnets, Bar Magnets, Magnet Sets and Magnet Needle Sets can contain excess levels of lead, violating the federal lead paint standard. Pacific Science Supplies Inc., (800) 530-1500 or www.pacsciusa.com.

Mother Hubbard's Cupboards Cribs. The Cribs fail to meet the federal safety standards. The distance between the mattress support bracket in the lowest position and the top of the side rail in the highest position is less than the required 26 inches, posing a fall hazard to children who climb over the railing. Mother Hubbard's Cupboards, (888) 661-8201 or www.mhcfurniture.com.

Personal Blenders. While placing the cup on or off the base of the Signature Gourmet™ and Crofton® Personal Blenders, the blender can be inadvertently turned on, activating the blade. This can pose a serious laceration hazard to consumers. Atico International USA Inc., (877) 546-4835 or www.aticousa.com

Personalized Pacifiers. The pacifier button, ring handle and shield with nipple of the It's My Binky's Personalized Pacifiers can detach, posing a choking hazard to infants. It's My Binky, (888) 689-9444 or www.itsmybinky.com.

Pillows Sold at Costco. The Cuddly Comfort Pillows can contain small metal fragments in the fiber-fill as a result of a mechanical breakdown in the manufacturing process. The metal fragments can cause abrasions and cuts to consumers. Sleep Innovations Inc., (866) 656-0610 or www.sleepinnovations.com.

Remote-Controlled Toy Helicopters. The rechargeable lithium ion battery inside the "Sky Scrambler" and "The Sharper Image" Wireless Indoor Helicopters can overheat, catch fire, and ignite nearby combustibles, posing fire and burn hazards to consumers. Innovage LLC, (866) 672-2630 or www.copterrecall.org.

Santorini Chairs. The seat weld of the Santorini Chairs can fail and allow the chair to collapse, posing a fall hazard to consumers. Cost Plus Inc., (877) 967-5362 or www.worldmarket.com.

Snowboard Bindings. The t-nuts that attached the buckles to the straps on the snowboard's 2007 Rossignol HC Snowboard Bindings can detach, posing a fall hazard to consumers. Rossignol Ski Co., (888) 243-6735 or www.rossignol.com.

Steam Cleaners. Steam can escape from the handle and trigger of the H2O Portable Hand Held Steam Cleaners, posing a burn hazard to consumers. Thane International Inc., (800) 388-4490 or www.thane.com.

Toy Helicopter Batteries. The Batteries Used In Radio-Controlled Helicopter Kits can overheat and catch fire while charging, igniting nearby combustible materials. This poses a fire hazard to consumers. Hobbico Inc., (866) 462-2426 or www.helimaxrc.com.

TV Stands. The stability of the TV Stand does not meet industry standards to prevent TV tip-over, posing a risk of injury or death to consumers. King Pao Enterprise Co. Ltd., (888) 309-0299 or www.studiorta.com.

Wooden Toys. The Wooden Toys contain small parts or can break into small parts, posing a choking hazard. The recalled rattles violate the federal rattle standard. Some of the toys also have a string longer than 12 inches, which can pose a strangulation hazard to young children. Earthentree, (800) 963-1593 or www.earthentree.com/recall.asp.

Youth All-Terrain Vehicles. The SLA90 Youth All-Terrain Vehicles (ATVs) lack front brakes, a manual fuel shut-off, and padding to cover the sharp edges on the handlebar assembly. Additionally, the vehicle is sold without a tire pressure gauge or adequate flag pole bracket. The defects could lead to young drivers losing control of the ATVs, which poses the risk of serious injuries or death. SunL Group Inc., (866) 355-0497 or www.sunl.com.

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and contact lenses.” And Shaquille O’Neal hawks the benefits of Icy Hot, a topical analgesic pad.

What, you may ask, is different from these athletes peddling these products instead of (or in addition to) Nike sneakers or Coca-Cola? Athletes are celebrities, and they are instantly recognizable by a large segment of the audience. Why not use them as spokespersons for a number of products?

The difference is that these products may not be innocuous, and the combination of athletic performance and commodification of certain substances may lead others to use products of dubious efficacy.

And because athletes are considered role models to the young, they are not only peddling wares but also promoting values. Underlying many of the current messages is the idea that you can achieve greater glory (or at least better athletic performance) not just through “practice, practice, practice” but also through products that enhance your capabilities and give you an edge over the competition.

Another difference is that the consumer may not be in position to judge the product. You can try on a pair of Nikes and decide whether or not they work for you, but Claritin is another matter.

Finally, the practice raises a number

of ethical questions: Should it be a requirement that athletes promote only those products that they themselves use? Should ads include a disclaimer that the product is safe only under certain circumstances? Should drugs be off-limits while other devices are OK? Where do we draw the line between testimonial and unabashed hawking? And why should we give credibility to athletes whose image and expertise goes to the highest bidder? Olympic alchemy means that medals turn into endorsements, which then become marketing gold. It is ironically appropriate that the Olympic logo embodies these interlocking circles, making us read them as: Oh, oh, oh, oh, oh! ♦



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Athletic Prowess and the Doping of Consumers

One of the rewards of being an award-winning athletic performer used to be appearing on a box of Wheaties. Even if we missed the athletes' moment of glory, we would be reminded of their outstanding feats by eating "the breakfast of champions." Now, however, this symbol of commercial fame in the pantheon of sports has been replaced by the athlete who peddles pharmaceuticals. Events such as the US Open and the Olympic games, which are watched by millions in this country, are interspersed with advertisements in which well-known athletes sell drugs or medical procedures, the fairly obvious message being that we, too, can be healthier, better-performing individuals if we just take the "right stuff."

Last month we wrote about the use of Olympic winners Mark Spitz and Nadia Comaneci to advertise their use of Botox, thereby confusing the idea of 'personal best' with that of looking good, whatever the consequences. But the phenomenon has reached a new level, with new entrants into the endorsement field and a number of new ads touting the benefits of different products. These suggest that the ideals of "faster, higher, stronger" have been eclipsed by a variety of 'enhancements' that are promoted by athletes and foisted on an adoring audience.


Tennis players Lindsay Davenport and Tracy Austin have teamed with Allergan to promote an injectable dermal filler, Juvederm, which is billed as an "anti-aging product." Although only 31, Davenport, who has won 51

titles in singles and 36 in doubles, is quoted as being a "proponent of healthy aging" who considers the filler "perfect for her." For her part, Tracy Austin, 45, who won two US Open titles as a teenager, now uses the product to "restore volume" to her face and "fill the parentheses" around her nose and mouth.

And the Olympic competitions are interspersed with an ad showing Shannon Miller, the most decorated American gymnast in history, touting the benefits of Claritin, which allow her "focus on the four-inch balance beam without being distracted by [her] allergies."

For his part, Tiger Wood sings the praises of Lasik surgery, which has allowed him to correct his vision while avoiding "the hassles of glasses

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