

**SUPPLEMENTARY AMENDMENT INSURANCE REGULATORY
AND DEVELOPMENT AUTHORITY (Third Party
Administrators-Health Services) Regulations, 2001**

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**SUPPLEMENTARY AMENDMENT INSURANCE REGULATORY
AND DEVELOPMENT AUTHORITY (Third Party
Administrators-Health Services) Regulations, 2001**

S.O.891 (E), dated 17th September, 2001.-In exercise of the powers conferred by Secs. 14 and 26 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) read with Sec. 114-A of the Insurance Act, 1938 (4 of 1938), the Authority, in consultation with the Insurance Advisory Committee hereby makes the following regulations, namely:-

CHAPTER 1

CHAPTER

1. Short title and commencement :-

- (1) These regulations may be called the Insurance Regulatory and Development Authority (Third Party Administrators -Health Services) Regulations, 2001.
- (2) They shall come into force from the date of their publication in the Official Gazette.

2. Definitions :-

In these regulations, under the context otherwise requires,-

- (a) "Act" means the Insurance Act, 1938 (4 of 1938);
- (b) "agreement" means an agreement entered into between a TPA and an insurance company registered under Section 3 of the Act, prescribing the terms and conditions of health services, which may be rendered to and/or received by each of the parties thereto;
- (c) "Authority" means the Insurance Regulatory and Development Authority established under sub-section (1) of Section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999);
- (d) "Health Services" means all the services to be rendered by a TPA under an agreement with an insurance company in connection with "health insurance business" or 'health cover' as defined in regulation 2 (f) of the IRDA (Registration of Indian Insurance

Companies) Regulations, 2000, but does not include the business of an insurance company or the soliciting, directly or through an insurance intermediary including an insurance agent, of insurance business;

(e) "TPA" means a Third Party Administrator who, for the time being, is licensed by the Authority, and is engaged, for a fee or remuneration, by whatever name called as may be specified in the agreement with an insurance company, for the provision of health services;

(f) All words and expressions used herein but not defined in these regulations but defined in the Act, or the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), shall have the meanings respectively assigned to them in those Acts.

CHAPTER 2

Third Party Administrator

3. Conditions of and Procedure for Licensing of TPA :-

(1) Only a company with a share capital and registered under the Companies Act, 1956 can function as a TPA.

(2) The main or primary object of the company shall be to carry on business in India as a TPA in the health services, and on being licensed by the Authority, the company shall not engage itself in any other business.

(3) The minimum paid up capital of the company shall be in equity shares amounting to Rs. 1 crore (Rupees one crore only);

(4) At no point of time of its functioning the TPA shall have a working capital of less than Rs. 1 crore;

(5) At least one of the directors of the TPA shall be a qualified medical doctor registered with the Medical Council of India;

(6) The aggregate holdings of equity shares by a foreign company shall not at any time exceed twenty-six percent, of the paid up equity capital of a third party administrator.

(7) Any transfer of shares exceeding 5% of the paid up share capital shall be intimated by the TPA to the Authority within 15 days of the transfer indicating the names and particulars of the transferor and transferee.

Explanation: For the purpose of this sub-regulation "working

capital" means the difference between the aggregate of the current assets and current liabilities as on the date of reckoning.

4. TPA shall obtain from- the Authority a licence to function as a TPA for rendering health services :-

(1) .-

(2) The application for licence shall be made in writing to the Authority in Form TPA-1 appended to these regulations and shall be accompanied by a non-refundable processing fee of Rs. 20,000 (Rupees Twenty Thousand only) to the Authority by way of a crossed demand draft in favour of the Authority payable in Delhi.

(3) The Authority may, in the course of examination of the application, call for such information or ask for production of such documents, as it may deem fit, and it shall be incumbent upon the applicant to furnish the same within the specified time.

(4) The Authority, on examination of the application and details furnished by the applicant, may issue a licence, if it is satisfied that the applicant TPA is eligible to function as a TPA.

(5) Every TPA approved by the Authority shall pay a further sum of Rs. 30,000 (Rupees Thirty Thousand only) to the Authority as licence-fee before the licence is granted to it and the same shall be paid to the Authority in the manner as stated in sub- regulation (2) of this regulation.

(6) A TPA whose application has been rejected by the Authority shall not, for a period of two years from the date of such a rejection, apply once again to the Authority for a licence.

5. 5 :-

A copy of the agreement entered into between the TPA and the insurance company or any modification thereof, shall be filed, within 15 days of its execution or modification, as the case may be, with the Authority.

6. 6 :-

More than one TPA may be engaged by an insurance company and, similarly, a TPA can serve more than one insurance company.

7. 7 :-

The parties to the agreement shall agree between themselves on the scope of the contract and the facilities that have to be provided. Such an agreement shall also prescribe the remuneration

that may be payable to the TPA by the insurance company.

8. 8 :-

(1) Every TPA shall appoint, with due intimation to the Authority, from among its directors or senior employees, a Chief Administrative Officer (CAO) or Chief Executive Officer (CEO) who shall be responsible for the proper day to day administration of the activities of the TPA.

(2) Such a CAO or CEO shall possess the educational qualifications mentioned in sub-regulation (4) of this regulation and also undergo a specified period of training with any institution recognised by the Authority.

(3) He shall not be :

(i) a person of unsound mind;

(ii) an undischarged insolvent;

(iii) a person who had been subjected to a term of imprisonment for a period of three months by a Court of competent jurisdiction on grounds of misconduct, misfeasance, forgery etc.

(4) The qualifications referred to in sub-regulation (2) are-

(1) a degree in arts, science or commerce or management or health or hospital administration or medicine; and

(2) a pass in the Associateship examination conducted by the Insurance Institute of India or such equivalent examination as may be recognised by the Authority and notified from time to time;

(3) completion of practical training, as may be specified by the Authority, not exceeding one hundred hours with an institution recognised by the Authority, for these purposes, from time to time.

(4) The Authority may grant, on an application made to it, by the CAO or CEO through the TPA, time not exceeding twentyfour months from the date of the coming into force of these regulations for fulfilling the qualification, requirements as stated in sub-clauses (2) and (3) of this sub-regulation.

9. 9 :-

(1) Every application received by the Authority pursuant to these Regulations shall be considered by it within a reasonable time and

its decision thereon communicated to the applicant;

(2) On an examination of the material placed before it and on the basis of enquiries made by it, where the Authority is of the opinion that the application does not deserve acceptance, it shall communicate its opinion to the applicant, who shall be given a reasonable opportunity to represent against the proposed rejection of the application;

(3) Where on a complete examination of the materials, documents, information, etc., available to it, the Authority finally comes to the conclusion that an application be rejected, it shall do so by making an order in writing, which shall be communicated to the applicant at the earliest;

(4) Where the Authority decides to issue a licence to the applicant to act as TPA, it shall issue the same in Form TPA-2.

10. 10 :-

Every licence granted by the Authority to a TPA or any renewal thereof, in terms of regulations, shall remain in force for three years, unless the Authority decides, either to revoke or cancel it earlier, as provided in these regulations.

11. 11 :-

(1) A licence granted to a TPA may be renewed for a further period of three years on submission of the prescribed renewal application in Form TPA-3 alongwith a renewal fee of Rs. 30,000/- (Rupees Thirty Thousand only), atleast thirty days prior to the date of expiry of the licence;

(2) Any failure on the part of the TPA to get its licence renewed before its expiry has to be explained to the Authority. A delayed application shall state the reasons for the delay and be accompanied by a late fee of Rs. 100/- (Rupees One Hundred only);

(3) The Authority after examining the reasons given in the application by the TPA may renew the licence, if it is satisfied that the TPA was prevented by sufficient cause from applying for the renewal of its licence at least 30 days (Thirty days) before the date on which the licence ceased to remain in force;

(4) The Authority may, if it is satisfied that undue hardship would be caused otherwise, accept any application after the licence

ceased to remain in force, on payment by the applicant of a payment of Rs. 750/- (Rupees Seven Hundred Fifty only).

12. 12 :-

Where a licence granted by the Authority is lost or mutilated, the Authority may issue a duplicate licence on payment of a fee of Rs. 1,000 (Rupees One Thousand only) accompanied by an application in writing made by the TPA.

CHAPTER 3

REVOCATION OR CANCELLATION OF A LICENCE

13. 13 :-

A licence granted to a TPA may after due notice be revoked or cancelled by the Authority for one or more of the reasons as provided in regulation 14.

14. 14 :-

The Authority may initiate action under regulation 13 for any of the following reasons:

(1) the Authority, on the basis of information received by it, or on the basis of its own enquiry or investigation, is of the opinion that the TPA is functioning improperly and/or against the interests of the insured/policyholder or insurance company;

(2) the Authority, on the basis of information in its possession, is of the opinion that the financial condition of the TPA has deteriorated and that the TPA cannot function effectively or that the TPA has committed a breach of regulations (3), (4), (5) and (8) of these regulations;

(3) the Authority, after enquiry or upon information, is of the opinion that the character and ownership of the TPA has changed significantly since the grant of licence;

(4) the Authority, finds that the licence or any renewal thereof granted to the TPA was on the basis of fraud or misrepresentation of facts;

(5) there is a breach on the part of the TPA in following the procedure or acquiring the qualifications laid down by regulation 8 of these regulations;

(6) the TPA is subject to winding up proceedings made under Companies Act, 1956 or any statutory modification thereof;

(7) there is a breach of code of conduct prescribed by Regulation 21 of these regulations;

(8) there is violation of any directions issued by the Authority under the Act or these regulations.

15. 15 :-

Before proceeding under regulation 13 to revoke or cancel a licence granted to a TPA, the Authority shall grant a reasonable opportunity of being heard to the TPA.

16. 16 :-

(1) Every order made by the Authority under regulation 13 shall be in writing, stating clearly the reasons for the revocation or cancellation of the licence and the order shall be served on the TPA as soon as same is made.

(2) The Authority shall also send copies thereof to the insurance company with whom the TPA has subsisting agreement(s).

17. 17 :-

The TPA on receipt of an order under regulation 13 shall forthwith cease to carry on its functions as TPA in relation to the insurance company and the insurance company shall immediately take such alternative steps including appointment of another TPA, as may be necessary to continue to cater to the insured/policyholders served by the TPA whose licence has been revoked or cancelled.

18. 18 :-

A TPA whose licence has been revoked or cancelled in terms of these regulations may file a review application with the Authority within 30 days of the receipt of the order cancelling or revoking the licence.

19. 19 :-

Within reasonable period of the receipt of the application for review but not later than 90 days thereof, the Authority shall dispose of the application after affording the applicant a reasonable opportunity of being heard.

20. 20 :-

Nothing contained in these regulations may be deemed to prevent or prohibit an insurance company in cancelling or modifying for good and sufficient reasons an agreement that has been entered into by it with a TPA.

21. Code of Conduct for TPA :-

(1) A TPA licensed under these regulations shall as far as possible act in the best professional manner.

(2) In particular and without prejudice to the generality of the provisions contained above, it shall be the duty of every TPA, its Chief Administrative Officer or Chief Executive Officer and its employees or representatives to :-

(a) establish its or his or their identity to the public and the insured/policyholder and that of the insurance company with which it has entered into an agreement;

(b) disclose its licence to the insured/policyholder/prospect;

(c) disclose the details of the services it is authorised to render in respect of health insurance products under an agreement with an insurance company;

(d) bring to the notice of the insurance company with whom it has an agreement, any adverse report or inconsistencies or any material fact that is relevant for the insurance company's business;

(e) obtain all the requisite documents pertaining to the examination of an insurance claim arising out of insurance contract concluded by the insurance company with the Insured/policyholder;

(f) render necessary assistance specified under the agreement and advice to policyholders or claimants or beneficiaries in complying with the requirements for settlement of claims with the insurance company;

(h) refrain from acting in a manner, which may influence directly or indirectly insured/policyholder of a particular insurance company to shift the Insurance portfolio from the existing insurance company to another insurance company;

(i) refrain from trading on information and the records of its business;

(j) maintain the confidentiality of the data collected by it in the course of its agreement;

(k) refrain from resorting to advertisements of its business or the

services carried out by it on behalf of a particular insurance company, without the prior written approval by the insurance company;

(l) refrain from inducing an insured/policyholder to omit any material information, or submit wrong information;

(m) refrain from demanding or receiving a share of the proceeds or indemnity from the claimant under an insurance contract;

(n) follow the guidelines/directions that may be issued down by the Authority from time to time.

CHAPTER 5

CHAPTER

22. Maintenance and Confidentiality of information :-

(1) A TPA shall maintain proper records, documents, evidence and books of all transactions carried out by it on behalf of an insurance company in terms of its agreement. These books and records shall be maintained by it in accordance with accepted professional standards of record keeping and for a period of not less than three years. Such records, documents, evidence, books, etc., and the information contained therein shall be available to the insurance company and the Authority and access to them shall not be denied by the TPA on any ground.

(2) Every TPA shall, in maintaining the records in terms of sub-regulation (1), follow strictly the professional confidentiality between the parties as required, but this does not prevent the TPA from parting with the relevant information to any Court of Law/Tribunal, the Government, or the Authority in the case of any investigation carried out or proposed to be carried out by the Authority against the insurance company, TPA or any other person or for any other reason.

(3) If the licence granted to the TPA is either revoked or cancelled in terms of these regulations, the data collected by the TPA and all the books, records or documents, etc., relating to the business carried on by it with regard to an insurance company, shall be handed over to that insurance company by the TPA forthwith, complete in all respects.

CHAPTER 6

Miscellaneous Provisions

23. Authority may, from time to time :-

constitute Committees consisting of members drawn from various sources including the TPAs, insurance companies. Authority, or any other persons as may be decided by the Authority to look into the proper and efficient performance of the TPAs.

24. 24 :-

(1) Every TPA shall furnish to the insurance company and the Authority an annual report and any other return, as may be, required by the Authority on its activities;

(2) The Annual Report, duly verified by a director of TPA and the Chief Administrative Officer or the Chief Executive Officer shall be submitted in Form TPA-4 (No. 1 to 7) within a period of sixty days of the end of its financial year within such extended time as the Authority may grant;

(3) The TPA shall also make available to the Authority for inspection, copies of all contracts with insurance company.

CHAPTER 7

CHAPTER

25. General :-

(1) Any changes made from time to time in the agreement entered into by an insurer and a TPA shall be filed with the Authority;

(2) A TPA shall not charge any separate fees from the policyholders which it serves under the terms of the agreement with the insurance company;

(3) If any person fails to furnish any document, statement, return, etc., to the Authority, the same shall be construed as a non-compliance of the Act.