

All Comments / Suggestions of stakeholders on Exposure Draft for IRDAI (TPA - Health Services) Regulation, 2015

Sr. No.	Name of the person / Firm / Company	Date when comments received by the Authority	Prop. Reg. No.	Sub-Reg No.	Brief provisions of proposed regulations	Comments and or Suggestions	Rational of the suggestions / comments	Type of Action	Comments of Health TPA Dept.
1	Association of TPAs	01-07-2015	2	e (iv)	To be added	TPA & Network provider	Most of the agreements are between these two parties	May not consider	As the risk bearer of is the insruer there must be agreement between insurer and TPA and then with <u>network provider</u> .
2	Association of TPAs	01-07-2015	2	(f)	To be added	Functioning of TPA would also include servicing of health check up & other benefit policy claims	Not mentioned in the exposure draft	May not consider	As per Reg. 2 (e) if there is an agreement prescribing the terms and conditions of services to be rendered to the holders of health policeis, and health check up and other benefit policy claims are part of the same, which may be take care of these services to be rendered by TPAs.
3	Association of TPAs	01-07-2015	2	(g)	To be added	TPA's can render the services to the other bodies like self funded projects of State or Central Govt. or any Body Corporate including public listed / private / Govt. companies / societies / associations / trusts or other entities. Overseas Mediclaim and travel policies & personal accident policies requiring hospitalisation. Pre-insurance medical examination for life and non-life policies. Claim releated investigation; fraud and abuse control activities on remuneration. Empanelment of hospitals and verification of hospital infrastructure on remuneration. Allied activities such as propoganda and advertisement for Govt. projects, NGOs, Public Trust, etc. TPAs can sollicite TPA business with corporates and no sale of policies will be involved. TPA activities include supply of trained manpower for projects with or/without insurance company. TPA activities incude management and maintenance of customer care centers related to health insurance. TPA activities include arranging for health check-ups of individuals, group of individuals, corporate employees of the above entities.		May not consider	As per discussions it is proposed to allow TPAs to render services to health schemes floated by State / Central Government only.
4	Association of TPAs	01-07-2015	2	(j)	To be added	To add in the last line - "or amount of hospital bill excluding discounts / cost of np items, whichever is less "	Many a times bills are of lower amount	May not consider	Comments / Suggestions given for proposed regulation are not clear in nature.
5	Association of TPAs	01-07-2015	2	e iv	to be added	TPA & Network provider		May not consider	Same as for point no. 1 of this table.
6	Association of TPAs	01-07-2015	2	f	to be added	sickness benefit and/or enjuries. To add benefit policies critical illness policies & health check-up claims.		May not consider	Same as for point no. 2 of this table.

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7	Association of TPAs	01-07-2015	2	g	to be added	Health Services and Other Allied Activities by TPA. overseas mediclaim and travel policies & personal accident policies requiring hospitalisation. Pre-insurance medical examination for life and non-life policies. Claim related investigation; fraud and abuse control activities on remuneration. Empanelment of hospitals and verification of hospital infrastructure on remuneration. Allied activities such as propoganda and advertisement for Govt. projects, NGOs, Public Trust, etc. TPAs can solicit TPA business with corporates and no sale of policies will be involved. TPA activities include supply of trained manpower for projects with or/without insurance company. TPA activities include management and maintenance of customer care centers related to health insurance. TPA activities include self funded projects of State or Central Govt. or any Body Corporate including public listed / private / Govt. companies / societies / associations / trusts or other entities. TPA activities include arranging for health check-ups of individuals, group of individuals, corporate employees of the above entities. It neither includes sanction or rejection of the		May not consider	As some of the services mentioned in given comments / suggestions are not part of Health Insurance Business.
8			2	i	to be added	Network provider / hospital to be defined so that the criteria will be uniform across India. The Authority to recommend to Ministry of Health, Govt. of India for formation of a Regulatory Authority for hospitals / nursing homes which would take care of infrastructure facilities, accreditation, fix-up bench marks for various procedures, operations, room rent, other activities and services of the hospitals based on the city / availability of land, etc. Such an hospital regulator can also ensure the free treatment, that is to be provided to the poor people as per agreement with the State Agencies while allotting concessional land and infrastructure facilities like electricity, water charges, etc. The above could bring down the pay out by the		May not consider	The Network provider is already defined in the Authority circular for Standardization of Health Insurance.
9	Association of TPAs	01-07-2015	2	(e)	Definition - Agreement	it Should also include - (iv) - Includes agreement between an TPA and a Network provider	With the increase in scope of TPA wherein, Foreign Travel Polices can be serviced locally, it would be important that the TPA and Network Provider agreement is considered valid, cause the parties may be different.	May not consider	Same as for point no. 1 of this table.
10	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	2	E 4	Agreement	(Add E 4) network, provider and TPA	Incasse of self funded group of government policies there may not be any Insurer involved. The payment to provider also may need to go via TPA if government so dictates.	May not consider	Same as for point no. 1 of this table.
11	Medi Assist India TPA Private Limited	1-Jul-15	2	f	"Health Insurance Business" means the effecting of contracts which provide for sickness benefits or medical, surgical or hospital expense benefits, whether inpatient or outpatient, travel cover and personal accident cover.	"Health Insurance Business" means the effecting of <u>Insurance Contracts including Non-Insurance Healthcare Schemes</u> which provide for sickness, <u>preventive care and wellness</u> benefits or medical, surgical or hospital expense benefits, whether inpatient or outpatient, travel cover and personal accident cover.	Better clarity on the nature of the contract. This amendment will adequately cover the 'Non Insurance Health Care Schemes' as covered in 23 (4) of the Exposure Draft. Additionally, many policies cover not only sickness but wellness and preventive care benefits (like health check, chronic disease management programs etc.)	May not consider	The suggested definition will be in different line than definition in the Authority's Health Insurance Regulation.

All Comments / Suggestions of stakeholders on Exposure Draft for IRDAI (TPA - Health Services) Regulation, 2015

12	Medi Assist India TPA Private Limited	1-Jul-15	2	g	"Health Services by TPA" means the services rendered by a TPA to an insurer under an agreement in connection with health insurance business in the matter of either pre-authorization of cashless treatment and or settlement of other than cashless claims as per the underlying terms and conditions of the respective policy and within the framework of the Guidelines issued by the insurers for settlement of claims. It neither includes the rejection of claims nor the procurement and solicitation of insurance business either directly or indirectly.	"Health Services by TPA" means the services rendered by a TPA to an insurer under an agreement in connection with health insurance business in the matter of either <u>approval of</u> pre-authorization of cashless treatment <u>of the insured Persons with a Network Provider</u> and/or <u>processing & recommending</u> settlement of claims as per the underlying terms and conditions of the respective policy and within the framework of the <u>Claims Processing</u> Guidelines for <u>the</u> settlement of claims. It neither includes the <u>settlement or</u> rejection of claims nor the procurement and solicitation of insurance business either directly or indirectly.	This amendment to the clause will ensure better clarity as of the role of a TPA w.r.t. their role in processing and recommending to the Insurer.	May Not consider	The definition can not be reworded as per discussions had in the department.
13	Medi Assist India TPA Private Limited	1-Jul-15	2	h	"TPA" Means a Third Party Administrator who, for the time being, is registered by the authority, and is engaged, for a fee or remuneration, by whatever name called as may be specified in the agreement with the insurance company, for the provision of Health Services	"TPA" Means a Third Party Administrator who, for the time being , is registered by the authority, and is engaged, for a fee or remuneration, by whatever name called as may be specified in the agreement with the insurance company <u>or Provider of Non Insurance Healthcare Schemes</u> , for the provision of Health Services by TPA	Deleted "for the time being" as the Exposure draft is clear that a TPA can only function if it is licensed. Secondly, clause 23(4) needs to reflect as a TPA could have an agreement with a provider of non insurance healthcare schemes.	May not consider	The Authority may allow the TPAs servicing of non-insurance Healthcare schemes promoted by the Govt. Only. Even if it is allowed it will be governed as per guidelines issued by the Authority from time to time. Thus, may not consider the comment / suggestion.
14	Medi Assist India TPA Private Limited	1-Jul-15	2	i	"Network Provider" means hospital or health care providers enlisted by a TPA or by an insurer and insurer together to provide medical services to an insured on payment by a cashless facility	"Network Provider" means hospital or health care providers <u>who have entered into an agreement and</u> enlisted by an TPA or by an insurer together with TPA to provide medical services <u>to an insured on payment by using a cashless facility</u>	For better clarity of the exact role of a TPA in offering cashless hospitalization.	May not consider	Network provider services can be availed without using cashless facility also.
15	Medi Assist India TPA Private Limited	1-Jul-15	2	j	"Cashless Facility"	"Cashless Facility" means a facility extended by the Insurer <u>or the TPA to a beneficiary to the insured</u> where the payments of the cost of treatment undergone by the <u>beneficiary by the insured</u> in accordance with the policy terms and condition are directly made to the network provider by the insurer <u>or the Provider of Non Insurance Healthcare Schemes</u> , to the extent of the pre-authorization	As the Insured does not always have to be covered by Insurance; it would be appropriate to call the Insured a "Beneficiary".	May not consider	1. with respect to non-life / Health insurance cases the Authority has not defined term beneficiary. 2. Non-insurance Healthcare schemes promoted by the Govt. Only. Even if it is allowed it will be governed as per guidelines issued by the Authority from time to time.
16	UH Parekh TPA	01-07-2015	2	(e)	Definition - Agreement	it Should also include - (iv) - Includes agreement between an TPA and a Network provider	With the increase in scope of TPA wherein, Foreign Travel Policies can be serviced locally, it would be important that the TPA and Network Provider agreement is considered valid, cause the parties may be different	May not consider	Same as for Sr. No. 1 for this table.
17	IFFCO TOKIO GENERAL INSURANCE CO.	08-07-2015	2	i	"Network Provider" means hospital or health care providers enlisted by a TPA or by an insurer and insurer together to provide medical services to an insured on payment by a cashless facility.	Request further clarification for Current provision as to whether the network is to be of 1. TPA and / or 2. Insurer and / or 3. TPA and insurer. Further, as per HIR-13, network would be of either 1. insurer or 2. Insurer and TPA. There was no provision in it for a TPA only network.	Definition of network provider in Health Insurance Regulation-2013 clause 2 - definition, sub clause (j)} is reproduced below: "Network Provider" means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility....	May consider	We may consider the definition as proposed in comments.
18	KAMAL JEET GUPTA (JT. MD & CAO) HEALTH INDIA TPA SERVICES PVT. LTD. (TPA License- 022)	01-07-2015	2	(f)	Health Insurance Business" means the effecting of contracts which provide for sickness benefits or medical, surgical or hospital expense benefits, whether inpatient or outpatient, travel cover and personal accident cover.	The definition of Health Insurance has not clarified about Pre- insurance medical / Health check ups services. We recommend the same should be included in Health Insurance business which is the major for a TPA	Pre- Insurance medical/ health check up is a fundamental risk assessment for life & health policies to be underwritten without which the risk remains with the insurance companies. Therefore, for the protection of insurer and for the benefit of the insured to have a right health assessment before issuance of policy depends on pre-policy medical/ health check ups	May not consider	Same as for point no. 2 of this table.
19	KAMAL JEET GUPTA (JT. MD & CAO) HEALTH INDIA TPA SERVICES PVT. LTD. (TPA License- 022)	01-07-2015	2	(f)	do	As per the definition of Health Insurance TPA can service Personal Accident cover. As per draft regulation 25 (ee) a TPA shall not service personal accident claims.	Both these Regulations are contradictory. Our suggestion is the Health Insurance business should include services of "Personal Accident" policies also	May Consider partly	We may clarify that the hospitalization cover, if any of a personal accident policy can be serviced by the TPA. However, claims other than hospitalization cover shall not be serviced by a TPA.

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20	SBI Life Insurance Company Limited	03-07-2015	2	h	Definitions - TPA	<p>We request the Authority to enhance the definition of TPA as suggested below: "a Third Party Administrator who, for the time being, is registered 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, pre insurance medical examination and any other services as may be notified by the Authority."</p>	<ul style="list-style-type: none">• In view of the scope of work that is managed for health services, the TPA(s) have a large network of hospitals and medical centers with them.• It is also important to note that insurance companies are required to conduct medical examination of the life assured for proposals before commencement of risk or issuance of policy. Considering that the TPAs have the required network of medical centers, and further taking into account its expertise and experience, it is prudent that the insurance companies engage them for conducting the pre insurance medical examination of life insurance proposals. We submit that such arrangements are expected to eventually assist the companies for health services and health claims, if any, The role of TPA is crucial in risk assessment for the proposed cover,• Permitting TPA(s) to enter into an agreement for Pre insurance medical examination, will not only help in enhancing the scope of business of TPA(s) but will also contribute to efficiency in the insurance business. Further, since TPA(s) are licensed by the Authority, they ensure that appropriate service and quality standards are maintained while providing services to policyholders. In the absence of a framework	May consider partly	<p>We may add suggested line at the end of proposed definition i.e. "provision of health services, and any other services as may be notified by the Authority."</p>
21	SBI Life Insurance Company Limited	03-07-2015	2	Not available	Definition - Pre insurance medical examination	<p>Pre insurance medical examination shall consist of medical tests and/or health check-ups required to be conducted on life assured in accordance with the underwriting policy of the insurer, in order to underwrite the proposal pertaining to life cover and/or health cover and/or rider cover</p>	<p>In view of submissions made in Point 1 above, we request the Authority to include this definiton in the IRDAI (TPA- Health Services) Regulations, 2015.</p>	May not consider	Already discussed in sr. No. 21 of this table.
22	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	2	e (iv)	To be added	TPA & Network provider	Most of the agreements are between these two parties	May not consider	Same as for Sr. No. 1 of this table.
23	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	2	(f)	To be added	Functioning of TPA would also include servicing of health check up & other benefit policy claims	Not mentioned in the exposure draft	May not consider	Same as for Sr. No. 2 of this table.

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24	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515, UDYOG VIHAR - V, GURGAON	01-Jul-15	2	(g)	To be added	TPA's can render the services to the other bodies like self funded projects of State or Central Govt. or any Body Corporate including public listed / private / Govt. companies / societies / associations / trusts or other entities. Overseas Mediclaim and travel policies & personal accident policies requiring hospitalisation. Pre-insurance medical examination for life and non-life policies. Claim related investigation; fraud and abuse control activities on remuneration. Empanelment of hospitals and verification of hospital infrastructure on remuneration. Allied activities such as propoganda and advertisement for Govt. projects, NGOs, Public Trust, etc. TPAs can solicit TPA business with corporates and no sale of policies will be involved. TPA activities include supply of trained manpower for projects with or/without insurance company. TPA activities include management and maintenance of customer care centers related to health insurance. TPA activities include arranging for health check-ups of individuals, group of individuals, corporate employees of the above entities.		May not consider	As some of the services mentioned in given comments / suggestions are not part of Health Insurance Business.
25	Vidal Health TPA Pvt. Ltd.	30-06-2015	2	i	"Network Provider" means hospital or health care providers enlisted by a TPA or by an insurer and insurer together to provide medical services to an insured on payment by a cashless facility	This definition requires clarity; would this mean that a Network Provider is a hospital or health care provider enlisted by an Insurer or by an Insurer and TPA together to provide medical services to an insured on payment by a cashless facility	The clause is not clear.	May not consider	The comments as given in Sr. No. 17 of this table may be considered for modification, which will bring clarity in the matter.
26	New India Assurance Co. Ltd.	08-07-2015	2	g	Definition of Health Services by TPA	Health Services by TPA should also include rendering and facilitating wellness activities such as but not limited to health check-up, fitness activities, sensitisation programmes and such other wellness activities, provided all such activities are agreed to be delivered by the Insurance Company		May not consider	As per Reg. 2 (e) if there is an agreement prescribing the terms and conditions of services to be rendered to the holders of health policies, and health check up and other benefit policy claims are part of the same, which may be take care of these services to be rendered by TPAs.
27	United India ICL	23-07-2015	2	g	Health services by TPA	should state health insurance business excluding PA	in conflict with 25 (ee)	May not consider	The said point may be addressed as discussed in Sr. No. 19 of this table.
28	United India ICL	23-07-2015	2	i	Network Provider	should state enlisted by TPA and insurer or by an insurer	TPA cannot enter into agreement alone with health provider as per Health Regulations 2013	May not consider	Discussed as per for Sr. No. 17 of this table.
29	FICCI	01-07-2015	2	i	"Network Provider" means hospital or health care providers enlisted by a TPA or by an insurer and insurer together to provide medical services to an insured on payment by a cashless facility	This definition requires clarity; would this mean that a Network Provider is a hospital or health care provider enlisted by an Insurer or by an Insurer and TPA together to provide medical services to an insured on payment by a cashless facility	The clause is not clear.	May not consider	Clarification to the clause is already made.
30	Association of TPAs	01-07-2015	3	(6)	to be added	Rs.20,000/- be replaced with Rs.1,00,000/-		May not consider	As the rational for such sharp increase is not given.
31	Association of TPAs	01-07-2015	3	3	Minimum paid up capital of the company shall be in equity shares amounting to Rs. Five crore only	The Capital requirements should be retained to the existing Rs. 1 Crore	TPA role being more clear, the requirement of higher share capital for the day to day expenses may not be warranted. TPA's do not underwrite any risk and the funds would be lying idle in the bank account or may be utilised for dividend payment eventually. It will be helpful if we increase the minimum net working capital limit rather than a Share Capital. Also with increase in Share capital to Rs.5 crores, recruitment of a Company	May not consider	As per TPA Committee Report 2009 and consequent discussions the paid up capital may be increased.
32	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	3	3	Paid up capital	Paid up capital to be kept at 4crores	As per new company law any company having a capital of 5 crores will have to have a compulsory in-house company secretary and certain provisions like filing reports etc. in also a very long and tedious way.	May Consider	In view of given suggestion we may consider fixing of paid up capital at Rs. 4 Crores.

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33	Medi Assist India TPA Private Limited	1-Jul-15	3	4	One Director shall hold a minimum qualification as MBBS graduate, who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.	At least one of the directors of a TPA Company shall hold a minimum qualification as MBBS graduate, who holds a valid registration from the medical council of <u>India</u> or any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his/ <u>her</u> license.	Medical Registration for Doctors happens at both the Medical Council of India (central government) and at the State Medical Councils. The amendment reflects the correct status of the State Councils and the Central Government Council.	May Consider	We may consdier revision in the clause as suggested.
34	Medi Assist India TPA Private Limited	1-Jul-15	3	5	The aggregate holdings of equity shares by foreign investors, including the aggregate holdings of equity shares by foreign investors, including portfolio investors, do not exceed the norms as laid down by Department of Industrial Policy and Promotion, Government of India.	<u>We request the IRDAI to consider granting 100% FDI in TPA's in consultation with DIPP, Government of India</u>	The rationale for asking for 100% FDI as against the sectoral caps that have been implemented for Insurance Companies is based on the fact that TPA's are "NON-RISK" bearing entities and do not carry any associated risk of "FLIGHT OF CAPITAL" outside India. TPA's are a service provider to the Insurance Industry and should not be treated as INSURERS.	May not consider	The Authority can not deviate from the stipulations of Government in the matter.
35	UH Parekh TPA	01-07-2015	3	3	Minimum paid up capital of the company shall be in equity shares amounting to Rs. Five crore only	The Capital requirements should be retained to the existing Rs. 1 Crore	TPA role being more clear, the requirement of higher share capital for the day to day expenses may not be warranted. TPA's do not underwrite any risk and the funds would be lying idle in the bank account or may be utilised for dividend payment eventually. It will be helpful if we increase the minimum net working capital limit rather than a Share Capital. Also with increase in Share capital to Rs.5 crores, recruitment of a Company	May not consider	Same as for Sr. No. 30 of this table.
36	EAST WEST ASSIST TPA	30-06-2015	3	3	Paid up - 5Cr proposed	May be kept at 2 Cr	This new regulation shall put more burden on smaller TPAs; There are only 30 TPAs in the market and 70 % of business lies with 8 -9 TPAs only. The majority (22 nos) of TPAs have only around 30 % of the business hence there needs to be more balance with regard to this. This new regulation if brought about would further discourage emergence of new TPAs in the market.	May not consider	Same as for Sr. No. 30 of this table.
37	EAST WEST ASSIST TPA	30-06-2015	3	5	FI - 26 % as per GOI	appreciable	should be increased to 49% in order to develop <u>Health insurance industry</u> .	May not consider	As the FDI limits are to be fixed by Government of India.
38	EAST WEST ASSIST TPA	30-06-2015	3	6	Renewal App - time line	May be allowed to file 3 months in advance to avoid delays / Further letter to be issued to Insurer to consider paying Fees for service rendered	This shall save TPAs some hassles from Insurers and prevent depletion of TPA'S working capital and ALLOW sustenance till licence is renewed. Request is that IRDA should issue instructions to Insureres to allow 'pay for work' be allowed to TPAs till licence is not renewed, while in process and <u>consideration</u> .	May not consider	As per proposed regulations, a TPA can file its application 180 days in advance, for renewal of registration.
39	Vidal Health TPA Pvt. Ltd.	30-06-2015	3	3	The minimum paid up capital of the company shall be in equity shares amounting to Rs. Five crore only. Provided that existing registered TPAs shall comply with this stipulation within one year from the date of notification of this regulations.	Suggest that the minimum paid up capital of the company shall be in equity shares amounting to Rs. Ten crore only.	The basic infrastructure requirement of the TPA would require a capital of Rs. Ten crore.	May not consider	Every existing TPA may not be in a position to infuse this proposed amount of capital.
40	United India ICL	23-07-2015	3	2	shall exclusively carry on business in India	provision made for servicing overseas travel policies	hence there is need for necessary amendment	May consider partly	We may delete the words "exclusively in India"
41	Safeway TPA Services Pvt. Ltd	29-07-2015	3	3	Minimum Equity share 5 crore	This should not be either altered from 1 cr to 5cr. Or if proposed then it should be for the TPA's who go for FDI and have huge inflow of funds for expansion. We propose in no case it should be more than 2 crore.		May not consider	The TPA has not given reasonable rational fo the said suggestion.
42	FICCI	01-07-2015	3	3	The minimum paid up capital of the company shall be in equity shares amounting to Rs. Five crore only. Provided that existing registered TPAs shall comply with this stipulation within one year from the date of notification of this regulations.	Suggest that the minimum paid up capital of the company shall be in equity shares amounting to Rs. Ten crore only.	The basic infrastructure requirement of the TPA would require a capital of Rs. Ten crore.	May not cosider	Rs. 10 Crores will be at a very higher side and some of the existing TPAs may not fulfill the requirement.

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43	EAST WEST ASSIST TPA	30-06-2015	5	vi	network provider enlisted by tpa and insurer together	Reg 5 (vi) warrants the presence of sufficient network for consideration of application hence there is a conflict with the reg 2 (i) & (j) as prior to licensing tpa cannot sign with an insurer and also prior to empanelment with insurer.	Conflicting with other regulation. There needs to be a caveat in place where hospital network can be broken into 2 parts pre licensing and post licensing and also pre empanelment with an insurer and post empanelment or simply keep tpa network independent till they sign up with an insurer.	May not Consider	The clause is about the ability of the applicant TPA about their reach in the matter of Network providers.
44	Association of TPAs	01-07-2015	5	(2) (ii)	To be added	Applicable Act may be specified	For better understanding	May not consider	Definition of Act is given at Reg. 2 (a).
45	Association of TPAs	01-07-2015	5	(2) ii	to be added	of the Insurance Act		May not consider	Definition of Act is given at Reg. 2 (a).
46	ALANKIT HEALTH CARE TPA LIMITED	29-06-2015	5	Point No. 5	Minimum Paid up capital requirements are proposed to be increased to Rs. 5 crores which shall be in equity shares.	Instead of Paid up Capital it should be the Networth of the company that is to be increased upto 5 crores within a period of 2 years for existing TPAs.		May not consider	The reference number for proposed regulation is not correct.
47	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515, UDYOG VIHAR - V, GURGAON	01-Jul-15	5	(2) (ii)	To be added	Applicable Act may be specified	For better understanding	May not consider	Definition of Act is given at Reg. 2 (a).
48	Association of TPAs	01-07-2015	5	(2) iii	to be added	software		May not consider	necessary infrastructure will include the software.
49	Association of TPAs	01-07-2015	6	(2)	to be added	Rs.30,000/- be replaced with Rs.50,000/-		May not consider	No rational for the suggestion.
50	Association of TPAs	01-07-2015	7	(1)	To modify	Five years instead of three years.	In our opinion period of 5 years will reduce frequency of completion of formalities	May not consider	As per provisions of Sec. 42 D (3) of Insurance Act, 1938
51	Association of TPAs	01-07-2015	7	i	to be added	five years instead of three years.		May not consider	As per provisions of Sec. 42 D (3) of Insurance Act, 1938
52	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515, UDYOG VIHAR - V, GURGAON	01-Jul-15	7	(1)	To modify	Five years instead of three years.	In our opinion period of 5 years will reduce frequency of completion of formalities	May not consider	As per provisions of Sec. 42 D (3) of Insurance Act, 1938
53	Vidal Health TPA Pvt. Ltd.	30-06-2015	7	2	No entity or a TPA shall be permitted to do the business of TPA without a valid and effective Certificate of Registration.	This clause should be modified to the effect that the TPA should be allowed to carry on business during the interim period when the license of the TPA has expired and the application for renewal has been filed within the stipulated timeline and is pending consideration by the Authority.	While the Authority is processing the renewal application, the existing business activities should not be affected.	May not consider	Proposed Reg. 14 (1) allows a TPA to file application for renewal of registration between 150 to 180 days in advance.
54	FICCI	01-07-2015	7	2	No entity or a TPA shall be permitted to do the business of TPA without a valid and effective Certificate of Registration.	This clause should be modified to the effect that the TPA should be allowed to carry on business during the interim period when the license of the TPA has expired and the application for renewal has been filed within the stipulated timeline and is pending consideration by the Authority.	While the Authority is processing the renewal application, the existing business activities should not be affected.	May not consider	The relational given by the organization is not reasonable.
55	Association of TPAs	01-07-2015	8	(3)	To modify	Last word of the para (earliest) may be considered for replacement by specifying a time limit	Due to resonableness	May not consider	In case of rejection of registration the matter may be decided on merits and on case to case basis. In view of the same time limit can not be specified.
56	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515, UDYOG VIHAR - V, GURGAON	01-Jul-15	8	(3)	To modify	Last word of the para (earliest) may be considered for replacement by specifying a time limit	Due to resonableness	May not consider	In case of rejection of registration the matter may be decided on merits and on case to case basis. In view of the same time limit can not be specified.
57	Association of TPAs	01-07-2015	9	(2)	to be added	Chief Financial Officer or Head Finance		May Not consider	Appointment of CFO is within the purview of TPA Company
58	Association of TPAs	01-07-2015	9	(5)	to be added	any graduate from recognised or autonomous university		May not consider	the qualifications from autonomous university.
59	EAST WEST ASSIST TPA	30-06-2015	9	3	Qualification for CAO / CEO	100 hours training may also be considered equivalent to A.I.I.I	knowledge gained is similar in both	May not consider	Both the qualifications i.e. Minimum AIII & training are required to equip with day to day administration of TPA activities.
60	Vidal Health TPA Pvt. Ltd.	30-06-2015	9	5 (i)	The qualifications referred to in sub-regulation 9 (3) are — (i) a degree in arts, science or commerce or management or health or hospital administration or medicine; and	The qualification prescribed for CAO or CEO can be modified as any bachelor degree from a recognised University.	The qualification prescribed does not consider the various bachelor degrees being offered in Universities today. For instance as per the proposed regulation, , an Engineering graduate is not eligible to become a CEO or CAO	May consider	Suggestion made and example given by the TPA is valid. We may consider the revision.
61	ALANKIT HEALTH CARE TPA LIMITED	30-06-2015	9	5	a pass in the Associateship examination conducted by the Insurance Institute of India or such equivalent examination	we also request you to please consider the removal of mandatory condition	being Associate/ Fellow (FI) for the CAO/ CEO (Point3)particularly in view of the Non Availability of such candidates in the era of expansion of the Insurance Industry.	May not consider	Educational qualification is necessary to have day to day control on TPA Company activities.

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62	New India Assurance Co. Ltd.	08-07-2015	9	1	TPA shall appoint amongst it's directors & senior employees a CEO	TPA shall also have a Chief Medical Officer	The Draft also provide that the TPA should have at least one director with MBBS qualifications. But the Directors are not involved in the day to day running of the organization. It is suggested that the <u>TPA shall also have a Chief Medical Officer</u> who is having a minimum MBBS Degree. This would help to create a responsible single point senior person to be held responsible.	May consider	By appointment of CMO professional way of handling medical treatment related issues may be strengthen. The same may also adress the litigation issues w.r.t. Challenging of alopathy treatment by doctor having other qualification than MBBS.
63	FICCI	01-07-2015	9	5 (i)	The qualifications referred to in sub-regulation 9 (3) are — (i) a degree in arts, science or commerce or management or health or hospital administration or medicine; and	The qualification prescribed for CAO or CEO can be modidified as any bachelor degree from a recognised University.	The qualification prescribed does not consider the various bachelor degrees being offered in Universities today. For instance as per the proposed regulation, , an Engineering graduate is not eligible to become a CEO or CAO.	May not consider	this aspect is already taken care of.
64	Association of TPAs	01-07-2015	10	2	In case of surrender and or cancellation of TPA Certificate of Registration the entity or the Company shall not exist.	The company may still continue to exist and be utilised as a legal entity for any other business acivity , not related to Insurance.	The company is formed under the Companies Act and if the TPA businesss is shut down the Shareholders can utilise the Legal entity by changing its Object clauses in the MOA/AOA, rather than making in extinct.	May not consider	This issue is already address as per comments received by legal department of the Authority.
65	Medi Assist India TPA Private Limited	1-Jul-15	10	1	The TPA shall have the word 'Insurance TPA' in the name of the TPA to reflect their line of activity and to enable the public to differentiate IRDAI registered TPA from other unregistered insurance related entities. The application of the new applicants seeking the TPA registration shall not be considered in the absence of the compliance of the nomenclature requirement.	The TPA shall have the word " Insurance -TPA" in the name of the TPA to reflect the line of activity.	We request the authority to reconsider the need to add the word "Insurance"; as TPA's shall be servicing Non Insurance Healthcare Schemes. All TPA's carry the nomenclature TPA PRIVATE LIMITED.	May not consider	As per discussions with the Competent Authority, the word 'Insurance TPA' shall be there in the name of the TPA Company, which was based on provisions of Company"s Act, 2013.
66	UH Parekh TPA	01-07-2015	10	2	In case of surrender and or cancellation of TPA Certificate of Registration the entity or the Company shall not exist.	The company may still continue to exist and be utilised as a legal entity for any other business acivity , not related to Insurance.	The company is formed under the Companies Act and if the TPA businesss is shut down the Shareholders can utilise the Legal entity by changing its Object clauses in the MOA/AOA, rather than making in extinct.	May not consider	This issue is already address as per comments received by legal department of the Authority.
67	Vidal Health TPA Pvt. Ltd.	30-06-2015	10	1	The TPA shall have the word 'Insurance TPA' in the name of the TPA to reflect their line of activity and to enable the public to differentiate IRDAI registered TPA from other unregistered insurance related entities. The application of the new applicants seeking the TPA registration shall not be considered in the absence of the compliance of the nomenclature requirement.	Suggest that the TPAs can have the words "Health TPA" in the name.	This is to refect that the TPA is servicing the health policies.	May not consider	As per discussions with the Competent Authority, the word 'Insurance TPA' shall be there in the name of the TPA Company, which was based on provisions of Company"s Act, 2013.
68	Vidal Health TPA Pvt. Ltd.	30-06-2015	10	2	In case of surrender and or cancellation of TPA Certificate of Registration the entity or the Company shall not exist.	This clause may be modified to restrain the Company from using the words 'TPA' in its name in case of surrender and or cancellation of TPA Certificate of Registration, to reflect that it cannot carry on TPA business.	Under the Companies Act, a company will continue to exist until it is wound up. Therefore, the Authority should restrain the Company from carrying on TPA operations, in case or surrender or cancellation of Certificate of Registration, and the Company may be permitted to carry on other operations.	May not consider	This issue is already address as per comments received by legal department of the Authority.
69	United India ICL	23-07-2015	10	1	name - Insurance TPA	allowed to service non insurance schemes too	the term Insurance in the name is conflicting	May not consider	As per discussions with the Competent Authority, the word 'Insurance TPA' shall be there in the name of the TPA Company, which was based on provisions of Company"s Act, 2013.
70	FICCI	01-07-2015	10	1	The TPA shall have the word 'Insurance TPA' in the name of the TPA to reflect their line of activity and to enable the public to differentiate IRDAI registered TPA from other unregistered insurance related entities. The application of the new applicants seeking the TPA registration shall not be considered in the absence of the compliance of the nomenclature requirement.	Suggest that the TPAs can have the words "Health TPA" in the name.	This is to refect that the TPA is servicing the health policies.	May not consider	In view of Co. Act 2013, before registration of name, in case insurance word is there then the Authority permission for the same is necessary.
71	FICCI	01-07-2015	10	2	In case of surrender and or cancellation of TPA Certificate of Registration the entity or the Company shall not exist.	This clause may be modified to restrain the Company from using the words 'TPA' in its name in case of surrender and or cancellation of TPA Certificate of Registration, to reflect that it cannot carry on TPA business.	Under the Companies Act, a company will continue to exist until it is wound up. Therefore, the Authority should restrain the Company from carrying on TPA operations, in case or surrender or cancellation of Certificate of Registration, and the Company may be permitted to carry on other operations.	May not consider	Already taken care of as per legal dept. opinion.

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72	Association of TPAs	01-07-2015	11	(1)	to be added	Rs.2,000/- be replaced with Rs.10,000/-		May not consider	No rational for the suggetion.
73	Association of TPAs	01-07-2015	12	(1)	To modify	5% be replaced by 10%	Appears justified	May not consider	No rational for the suggetion.
74	Association of TPAs	01-07-2015	12	(1)	to be added	5% be replaced by 26%		May not consider	No rational for the suggetion.
75	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	12	(1)	To modify	5% be replaced by 10%	Appears justified	May not consider	No rational for the suggetion.
76	Vidal Health TPA Pvt. Ltd.	30-06-2015	12	1	(1) A TPA shall seek prior approval of the Authority for change in the shareholding exceeding 5% of its paid-up share capital, whether by way of transfer of existing shares or by way of fresh issue of shares to either new or existing shareholders. The application for approval of such change shall be made by the TPA to the Authority in the form specified in the guidelines issued from time to time	This clause should be modified to the effect that prior approval of the Authority would be required only if there is any change in the existing share holding pattern of the TPA. For instance, if the TPA is issuing fresh shares to existing share holders without any change in the share holding pattern, then it is suggested that prior approval of the Authority should not be required.	If the share holding pattern of the TPA is not changed by issue of fresh shares and the capital requirement and qualification as prescribed for obtaining registration from the Authority does not change, then it is suggested that prior approval of the Authority should not be required.	May not consider	The rational given by the TPA is not acceptable.
77	FICCI	01-07-2015	12	1	(1) A TPA shall seek prior approval of the Authority for change in the shareholding exceeding 5% of its paid-up share capital, whether by way of transfer of existing shares or by way of fresh issue of shares to either new or existing shareholders. The application for approval of such change shall be made by the TPA to the Authority in the form specified in the guidelines issued from time to time	This clause should be modified to the effect that prior approval of the Authority would be required only if there is any change in the existing share holding pattern of the TPA. For instance, if the TPA is issuing fresh shares to existing share holders without any change in the share holding pattern, then it is suggested that prior approval of the Authority should not be required.	If the share holding pattern of the TPA is not changed by issue of fresh shares and the capital requirement and qualification as prescribed for obtaining registration from the Authority does not change, then it is suggested that prior approval of the Authority should not be required.	May not consider	The details of shares transferor / transferee shall be known to the Authority. The rational given by the organization is not reasonable.
78	Safeway TPA Services Pvt. Ltd	29-07-2015	13	1	Working capital less than 1 Cr.	The calculation of working capital should not be on quarterly basis rather it should be on half yearly basis(For assessing the words 'at no time') because in our case where many of the times the TPA Fees from IC(against receipts from state/central Govt. by them) is received after completion or OVER DELAYED IN second Quarter OR EVEN LATER . By that time the service tax liability gets generated for the deposit affecting the current liabilities and gap between assets and liabilities create a temporary situation where working capital is gauged as going below 1 cr. Also our Vendors (RSBY) generate the bill on regular monthly basis. We have to book the bills under statutory compliance for depositing the TDS. The amount in this situation gets generated under payables, which in turn again generate current liabilities affecting our quarterly working capital. Hence the maintenance of quarterly working capital of 1 cr doesn't show up in books where as at year ending this gets justified on account of receipts before financial year closing.		May not consider	The TPA has not given reasonable rational fo the said suggestion. As understood by the TPA, the calculation fo working capital
79	Association of TPAs	01-07-2015	14	(1)	To modify	(a) Validity of registration may be considered for 5 years instead of 3 years (b) Application of renewal of registration may be allowed between 120 days to 180 days prior to the expiry of the registration	Same as Clause (7) (1)	May not consider	Same as for Sr. No. 47,48,49 of this table.
80	Association of TPAs	01-07-2015	14	(1)	to be added	Rs.15,000/- be replaced with Rs.50,000/-		May not consider	No rational for the suggetion.
81	Medi Assist India TPA Private Limited	1-Jul-15	14	1	A Certificate of Registration granted to a TPA may be renewed for a further period of three years on submission of the renewal application form as specified in the guidelines as issued by the Authority from time to time, along with a non-refundable renewal fee of Rupees Fifteen Thousand only plus applicable service tax. The application for renewal of TPA registration may be made to the Authority between one hundred and fifty days to one hundred and eighty days, prior to the date of expiry of the registration.	Application for Renewal of Certificate of registration to be between one hundred and fifty ninety days to one hundred and eighty days, prior to the date of expiry of the registration.	Earlier regulation provided for 30 days and we request the authority to allow for between 90-180 days from the date of expiry of the license for the TPA to submit its renewal application.	May not consider	As after every three year there will be bunch of renewal applications. At present registration of 22 out of 30 TPA will be due for renewal in same calender year.

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82	Medi Assist India TPA Private Limited	1-Jul-15	14	6	The Authority may reject the application for renewal of Certificate of Registration of a TPA, in case a TPA does not have satisfactory business performance in preceding three financial years.	The Authority may reject the application for renewal of Certificate of Registration of a TPA, in case a TPA does not have satisfactory business performance in preceding three financial years. <u>The IRDAI shall publish within six-months from the date of release of their publication in the Official Gazette the criteria that will be used to establish "satisfactory business performance" of a TPA.</u>	Satisfactory Business Performance for last three financial years needs more clarity and it cannot be subjective. E.g. Unsatisfactory Business Performance in any one Financial Year out of the last three financial years should not be a ground for rejecting the Renewal Certificate. Further, we seek an industry dialog to establish these guidelines for satisfactory business performance.	May consider	The suggestion may be taken in to consideration which drafting guidelines in this matter.
83	Medi Assist India TPA Private Limited	1-Jul-15	14	(10)	The Authority, on being satisfied that the applicant fulfils all the conditions specified for renewal of the Certificate of Registration, shall issue the same in form specified in the guidelines issued from time to time.	The Authority, on being satisfied that the applicant fulfils all the conditions specified for renewal of the Certificate of Registration, shall issue the same in form specified in the guidelines issued from time to time. <u>In case of delay in issuing the renewal registration Certificate before expiry of the existing Registration, the Authority will issue Provisional Registration Certificate extending the validity</u>	This will allow the TPA to continue to service existing beneficiaries with no disruption in services.	May not consider	There is no provision in Act to issue Provisional Registration Certificate.
84	Genins India TPA Ltd	01-07-2015	14	6	The Authority may reject the application for renewal of Certificate of Registration of a TPA, in case a TPA does not have satisfactory business performance in preceding three financial years.	This Clause may be removed as the TPA is at the mercy of the Insurance Companies when it comes to work allocation.	Many TPAs who have got licenced were not even empanelled or tried out. As per the Regulations, the TPA can not engage itself in marketing, Hence they can only approach the Insurance Companies for work. Almost all the Private Insurance Companies have their in-house TPA services. GIPSA Companies are also had set up a TPA Company of their own. Hence to measure the capabilities of a TPA on the Business done is not the right criteria. It should be their ability to service, maintain Transparency and high integrity, Professionalism plus the IT Platform that should matter.	May not consider	The rational given by the TPA is not acceptable.
85	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515, UDYOG VIHAR - V, GURGAON	01-Jul-15	14	(1)	To modify	(a) Validity of registration may be considered for 5 years instead of 3 years (b) Application of renewal of registration may be allowed between 120 days to 180 days prior to the expiry of the registration	Same as Clause (7) (1)	May not consider	Same as for Sr. No. 47,48,49 of this table.
86	Vidal Health TPA Pvt. Ltd.	30-06-2015	14	6	The Authority may reject the application for renewal of Certificate of Registration of a TPA, in case a TPA does not have satisfactory business performance in preceding three financial years. Provided that the stipulations for business performance shall be as specified by the Authority in the guidelines issued from time to time.	This clause requires clarity. The stipulations for business performance and the criteria for evaluation of satisfactory business performance must be specified in this clause.	The clause is vague. Unless the stipulations for business performance are spelt out clearly in the clause the TPA will not be able to achieve the same.	May not consider	The clarity in the matter will be given in the guidelines issued by the Authority.
87	ALANKIT HEALTH CARE TPA LIMITED	30-06-2015	14	6	TPA does not have satisfactory business performance in preceding three financial years.	that the minimum business condition should not be imposed to promote the new entrants as TPA.	It is rather important to have good infrastructure to facilitate the TPA operations.	May not consider	It is essential to have working TPA Comanies.
88	Association of TPAs	01-07-2015	14	(4)	to be added	Rs.750/- to be replaced with Rs.15,000/-		May not consider	No rational for the suggetion.
89	FICCI	01-07-2015	14	6	The Authority may reject the application for renewal of Certificate of Registration of a TPA, in case a TPA does not have satisfactory business performance in preceding three financial years. Provided that the stipulations for business performance shall be as specified by the Authority in the guidelines issued from time to time.	This clause requires clarity. The stipulations for business performance and the criteria for evaluation of satisfactory business performance must be specified in this clause.	The clause is vague. Unless the stipulations for business performance are spelt out clearly in the clause the TPA will not be able to achieve the same.	May not consider	the minimum business requirements shall be prescribed in guidelines of the Authority.

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90	FICCI	01-07-2015	14	6	Minimum business requirements proposed to be stipulated to all the TPAs	It is not appropriate to make business requirement stipulation once capital requirement is already stipulated and being met by TPAs. The market forces, rather than Regulator should decide survival of a particular TPA	Business turnover of a TPA is dependant on market dynamics and TPAs own capabilities. Year to year there may be fluctuations due to reasons beyond the control of a TPA. Deploying required capital, investing in resources etc. to remain in existence is a business decision of a particular enterprise and should remain its prerogative. Secondly health insurance business is growing at fast pace, government schemes are also expanding. In such a scenario, more competition and capacity needs to be built in TPA industry rather than reduced capacity	May not consider	The rational given by the organization is not reasonable.
91	IFFCO TOKIO GENERAL INSURANCE CO.	08-07-2015	15	2	The refusal to grant the renewal of Certificate of Registration shall be communicated to the applicant in writing stating therein the grounds on which the application has been rejected.	The TPA whose license is not renewed OR license cancelled for any reason(s) should be allowed to service the existing policies for a period of 3 months, so that the insurer gets sufficient time for placing these policies with another TPA. Further, all insurers should be intimated about any such cancellation or non renewal of TPA license well in time.	Practically, it will be difficult to transfer the live policies of the TPA to other TPA in case of rejection of the renewal certificate.	May not consider	The said issue is addressed in proposed Reg. 18 (2).
92	Association of TPAs	01-07-2015	16	(21)	to be added	The order copies may not be uploaded on the web site as public in general may lose faith in the entity, i.e., TPA or insurance company.		May not consider	The information about revocation, suspension or cancellation of TPA registration shall be made to all the stake holder of the industry and to general public / policy holders
93	Medi Assist India TPA Private Limited	1-Jul-15	16	1	The Authority, on the basis of information received by it, or on the basis of enquiry or investigation or inspection, is of the opinion that the TPA is functioning improperly and or against the interests of the insured, policyholders or insurance company; or that the TPA has committed a breach of provisions of these Regulations or any of the Regulations notified by the Authority;	The Authority, on the basis of information received by it, or on the basis of enquiry or investigation or inspection, is of the opinion that the TPA is functioning improperly and or against the interests of the insured or policyholders or <u>beneficiaries</u> or insurance company; or that the TPA has committed a breach of provisions of these Regulations or any of the Regulations notified by the Authority;	We request the authority to consider the removal of the term "or insurance company" as it will suffice if the TPA works in the interest of the beneficiary.	May not consider	The clause is reworded as per advices of legal department of the Authority.
94	Medi Assist India TPA Private Limited	1-Jul-15	16	11	A TPA who fails to resolve the complaints of the policyholders or network providers or fails to give a satisfactory reply to the Authority in this behalf	A TPA who fails to resolve the complaints of the policyholders <u>beneficiary</u> or network providers or fails to give a satisfactory reply to the Authority in this behalf. <u>This is applicable only to resolutions of complaints that are solely on account of the TPA's deficiency in service. Further, if any litigation is initiated by Insured/Beneficiary/the Network Provider, against the TPA before any judicial or quasi-judicial forum, the Insurer only should defend such cases including costs and expenses and such cases shall not be the ground for revocation, suspension or cancellation of</u>	TPA is only a facilitator and resolution of complaints solely on account of TPA's deficiency in service can only be fastened on TPA. Since TPA will only process the claims, any further actions such as denial/settlement of claim; delay or partial settlement; delay in communication to Policyholders/Network Providers; rests only with the Insurer and hence, resolution of complaints which requires other stakeholders intervention should not be ground for Revocation, suspension or cancellation of Registration. Same is the case for cases before Consumer Fora/ Ombudsman etc.	May not consider	The rational given by the TPA is not reasonable. In case of cases where litigation is going on such action will not be applicable. The spirit of clause is w.r.t. Protection of policy holders interest.
95	Genins India TPA Ltd	01-07-2015	17	1d	has not commenced the business within six months from the date of Certificate of Registration	This Clause may be avoided. Getting work allocation from Insurance Companies takes anywhere between 1-3 Years.	Since practically the scope of work for any TPA lies with GIPSA Companies only. Innsurance Companies like New India Assurance have limited their panel TPAs to 10 only. Again the Insurance Companies sign one year to 3 Years MOU with TPAs. Only when the MOUS are expiring, at that time they do a review and induct new TPAs if they find it necessary. In such scenario, a newly formed TPA has to then work with a Corporate GMP for which they may approach a Corporate for recommendation to the IC.	May not consider	The rational given by the TPA is about business chanllenges. This may be dealt with by the TPAs as per proposed business plans.
96	EAST WEST ASSIST TPA	30-06-2015	17	1 (d)		6 months if no business licence shall be withdrawn	full licensing term must be given as 6 to 1 year is a struggle period for the new TPA	May not consider	The rational given by the TPA is about business chanllenges. This may be dealt with by the TPAs as per <u>proposed business plans</u> .
97	Association of TPAs	01-07-2015	19	iii	To modify	"Reasonable time" be replaced by specifying a time limit	Appears justified	May not consider	In case of rejection of registration the matter may be decided on merits and on case to case basis. In view of <u>the same time limit can not be specified</u> .

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98	Max Bupa Health Insurance Co. Ltd.	01-07-2015	19	1	In event of refusal to renew the registration of a TPA by the Authority, TPA shall cease to carry on function as TPA and inform insurer who shall make arrangements for servicing of the affected policies and policyholders/insured beneficiaries.	The TPA shall be permitted to serve the existing policies for 30 days during which the insurer can make alternative arrangements to serve the affected policyholders/ policies	Immediate cession of operations by the TPA will impact servicing of the policyholders and to bring a new TPA to service such policies or to make any other alternative arrangement to service such policies, Insurers shall be provided with adequate time in this regard	May not consider	The said issue is addressed in proposed Reg. 18 (2).
99	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515, UDYOG VIHAR - V, GURGAON	01-Jul-15	19	iii	To modify	"Reasonable time" be replaced by specifying a time limit	Appears justified	May not consider	In case of rejection of registration the matter may be decided on merits and on case to case basis. In view of the same time limit can not be specified.
100	Vidal Health TPA Pvt. Ltd.	30-06-2015	19	1	Effect of refusal to grant registration; Any TPA, whose application for renewal of registration has been refused by the Authority, shall, on and from the date of the receipt of the communication under regulation 15, 16 and or 17 of this regulations; (1) Forthwith cease to carry on its functions as TPA in relation to the insurance company. A TPA under such circumstances shall inform the insurance company for taking immediate and alternative steps such as appointment of another TPA or undertaking of the servicing of the affected policies, as may be necessary to continue to cater to the insured and or policyholders served by a TPA. (4) If the Certificate of Registration granted to the TPA is either revoked, suspended or cancelled in terms of these regulations, then a TPA shall submit the complete data collected by it and all the books, information, records or documents, etc., relating to the business carried on by it with regard to an insurance company, shall be handed over to the concerned insurance company immediately. (5) A TPA, shall cooperate with the insurers if the later	This clause has to modified to the effect that the stipulations mentioned in sub clause (1), (4) and (5) shall be enforced only after the review application filed by the TPA has been decided by the Authority.	While the Review application filed by the TPA is pending before the Authority, if the Insurer allocates the business to others and if the review order is passed in favour of the TPA, the TPA would be subject to immense hardship and the TPA would not be able to get the business back again. Therefore, new business need not be allotted to the TPA while the review application is pending, but existing business should not be affected.	May not consider	Only after opportunity of being heard is given to a TPA, the Authority will take refusal action.
101	Vidal Health TPA Pvt. Ltd.	30-06-2015	19	3	The Authority shall dispose of the application within a reasonable time of receipt of such application, after providing the applicant a reasonable opportunity of being heard.	This clause should be modified to mention the timeframe within which the review application will be disposed by the Authority.	The earlier regulations stipulated a time frame of 90 days to decide the Review Application. The TPA would not be allowed to carry on its normal business operations while the review application is pending, therefore the Authority must decide the review applications expeditiously.	May not consider	In case of rejection of registration the matter may be decided on merits and on case to case basis. In view of the same time limit can not be specified.
102	FICCI	01-07-2015	19	1	Effect of refusal to grant registration; Any TPA, whose application for renewal of registration has been refused by the Authority, shall, on and from the date of the receipt of the communication under regulation 15, 16 and or 17 of this regulations; (1) Forthwith cease to carry on its functions as TPA in relation to the insurance company. A TPA under such circumstances shall inform the insurance company for taking immediate and alternative steps such as appointment of another TPA or undertaking of the servicing of the affected policies, as may be necessary to continue to cater to the insured and or policyholders served by a TPA. (4) If the Certificate of Registration granted to the TPA is either revoked, suspended or cancelled in terms of these regulations, then a TPA shall submit the complete data collected by it and all the books, information, records or documents, etc., relating to the business carried on by it with regard to an insurance company, shall be handed over to the concerned insurance company immediately. (5) A TPA, shall cooperate with the insurers if the later	This clause has to modified to the effect that the stipulations mentioned in sub clause (1), (4) and (5) shall be enforced only after the review application filed by the TPA has been decided by the Authority.	While the Review application filed by the TPA is pending before the Authority, if the Insurer allocates the business to others and if the review order is passed in favour of the TPA, the TPA would be subject to immense hardship and the TPA would not be able to get the business back again. Therefore, new business need not be allotted to the TPA while the review application is pending, but existing business should not be affected.	May not consider	The clause is very clear in this regard. An opportunity will be given to a TPA before taking regulatory action in the matter.

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103	FICCI	01-07-2015	19	3	The Authority shall dispose of the application within a reasonable time of receipt of such application, after providing the applicant a reasonable opportunity of being heard.	This clause should be modified to mention the timeframe within which the review application will be disposed by the Authority.	The earlier regulations stipulated a time frame of 90 days to decide the Review Application. The TPA would not be allowed to carry on its normal business operations while the review application is pending, therefore the Authority must decide the review applications expeditiously.	May not consider	The time taken for such matters will differ from case to case basis.
104	EAST WEST ASSIST TPA	30-06-2015	21	9	Annual Report	60 days	May be increased to 90 days as its difficult to get relevant documents from Insurers.	May Consider	For brokers {Reg. 29 (2)} the Authority has given 6 months period. In view of the same we may consider <u>period of 90 days in this matter</u> .
105	Association of TPAs	01-07-2015	21	(6)	To be added	"Conclusion of the claim" may be suffixed by the words" including audit by the underwriters "	In view of practice inforce	May not consider	The underwriters may not carry audit within 15 days of conclusion of the claim.
106	Association of TPAs	01-07-2015	21	(1)	to be added	To include records related to submission of date of request for funds by TPA to insurance company and the date of release of funds for the same by insurance company.	This will help IRDAI inspecting officers to verify the turn around time of funds made available by insurance company. Normally this single reason is the basis for majority of the policy holders grievances	May not consider	TPAs can not maintain any funds for payment of claims on behalf of insurers.
107	Association of TPAs	01-07-2015	21	(2)	to be added	eight financial years instead of ten financial years	As per Companies Act, section 209 (4A)	May not consider	As per provisions of Prevention of Money Laundering Act 2002.
108	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	21	6	Retain of claims files to Insurance Companies within 15 days of conclusions of the claims	Incase if the insurance company fails to accept the same they should compensate the TPA at market rate for storage of their files and TPA will have to furnish to the regulator what files are not being picked up and stored by them	If IRDA does not become strict then Insurers will not comply and the burden will be on the TPAs.	May not consider	In the proposed regulation the Authority compelled insurers to accept the claim records.
109	Medi Assist India TPA Private Limited	1-Jul-15	21	1 & 2	1. The 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. 2. 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 preceding ten financial years. The manner of maintaining of books and or records shall be prescribed by the Authority in the guidelines issued from time to time.	1. The TPA shall maintain proper records, documents, evidence and books of all transactions carried out buy it on behalf of an insurance company <u>or Provider Non-Insurance Healthcare Scheme in terms of its agreement for the term of the policy or scheme and for a further period of twelve months thereafter . The manner of maintaining of books and or records shall be prescribed by the Authority in the guidelines issued from time to time.</u> 2. These TPA 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 preceding ten financial years <u>for all financial statements in compliance with the Companies Act from time to time .</u>	The Claim Files are to be handed over to the Insurers within 15 days of conclusion of the claim ie either settled/denied/closed based on Insurer's instructions. As the Insurer has all the relevant information that has been provided to him the TPA does not need to maintain the claim folders for 10 years and it not only adds up the cost to TPA but also becomes redundant in view of the Insurer maintaining Original File. Minimum Period for which the financial (as per the Companies Act) have to be kept is 10 years and the TPA's will be compliant with the same.	May Not Consider	The matter may be dealt with while issuance of guidelines.
110	Medi Assist India TPA Private Limited	1-Jul-15	21	3	Such records, documents, evidence, books etc., and the information contained therein shall be made available to the insurance company and or the Authority or to any person appointed by the Authority for causing an investigation or inspection and access to them.	Such records, documents, evidence, books etc., and the information contained therein shall be made available to the insurance company <u>or Provider of Non-Insured Healthcare Scheme</u> and/or the Authority or to any person appointed by the Authority for causing an investigation or inspection and access to them. <u>Further, other than the Insurance Company or Provider of Non-Insured Healthcare Scheme or the Authority or person appointed by the Authority, no other Entity/Individual in whichever capacity shall have the right to access, demand, inspect, audit, investigate the books, documents, records, claim files, data of the TPA.</u>	Unless this ammendment is incorporated, TPA's will be called upon by other parties including Brokers, Agents, Corporates etc. for data, information etc. Further, Brokers and Corporates take up Audit of Claim Files which are beyond their purview of operations.	May not consider	The persons who can investigate or inspect and / or access the records is clearly mentioned in the proposed clause.

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111	Medi Assist India TPA Private Limited	1-Jul-15	21	5	A TPA and the insurer shall establish seamless flow of data transfer for all the claims.	A TPA <u>and</u> the insurer <u>and Provider of Non-Insured Healthcare Scheme</u> shall <u>in working together</u> , establish seamless flow of data transfer for all the claims <u>and beneficiary enrollment data</u> . <u>The Authority from time to time shall define standards of electronic data capture and exchange to support this seamless data transfer between the parties.</u>	The scope of electronic data transfer requires all parties to work together to set standards of data exchange. It is important for the Authority to define standards for data exchange otherwise TPA will be governed by multiple data requests (in various standards) by each insurer. This will not only add to cost but also grow the complexity around data transfer for TPA's. Importantly, or any data transfer to happen the IT systems of the insurer need to be prepared to accept such data. Lastly, enrollment data of beneficiaries comes to TPA's in various formats that result is significant errors and time spent in data reconciliation. We request the Authority to expand the scope to both claims and enrollment data transfer.	May not consider	with respect to maintenance of data, the Authority has proposed to issue guidelines.
112	Medi Assist India TPA Private Limited	1-Jul-15	21	4	A TPA shall, in maintaining the records in terms of sub-regulation 21 (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 relating to TPA activities.	A TPA shall, in maintaining the records in terms of sub-regulation 21 (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 relating to TPA activities. <u>In an instance where such information has been handed over to the insurer or provider of the non-insurance health scheme, they will provide the TPA all relevant information, in a defined time-period, from their repository.</u>	We request the Authority to amend this clause to ensure that the information is provided to the Courts in a timely manner. It is possible that the information that the Courts seek have already been handed over to the insurer and the TPA does not have the information available.	May not consider	The submission of the TPA is in contradiction of proposed Reg. 21 (2).
113	Medi Assist India TPA Private Limited	1-Jul-15	21	6	The TPA shall submit and or handover all the respective files, data and other related information to the insurer within fifteen days of conclusion of the claim and the insurer shall accept the same.	The TPA shall submit and or handover all the respective files, data and other related information to the insurer within fifteen days of conclusion of the claim and the insurer shall accept the same. <u>The insurer and/or Provider of Non-health insurance scheme shall make arrangements to collect the files from the TPA premises. If the Insurer fails to receive the claim files within the stipulated time-period, a separate fee for extended storage of records/files shall be borne by the Insurer or Non-Insured Health insurance scheme and paid to the TPA over and above the TPA fee or remuneration.</u>	We request the Authority to review this clause because in most cases the insurer does not collect the files in the stipulated time period and the cost of storage is left to the TPA. This will ensure that the insurer complies with the regulation in spirit.	May not consider	In the proposed regulation the Authority compelled insurers to accept the claim records.
114	Medi Assist India TPA Private Limited	1-Jul-15	21	10	Every TPA shall file monthly information to the Authority relating to Claims data in the forms as specified in the Guidelines issued by the Authority from time to time, within fifteen days from end of each month.	Every TPA shall file monthly <u>quarterly</u> information to the Authority relating to Claims data in the forms as specified in the Guidelines issued by the Authority from time to time, within fifteen days from end of each month. <u>Quarter</u>	We request the Authority to consider the filing of "quarterly" information. This will reduce the administrative burden on the TPA and the Authority.	May not consider	The Authority is calling only claim related returns on monthly basis. Other information e.g. Shareholding pattern, etc. is to be filed on quarterly basis. The data to be filed by the TPA is on the basis on MIS, for this there <u>will not be any extra administrative burden</u>
115	IFFCO TOKIO GENERAL INSURANCE CO.	08-07-2015	21	6	A TPA shall submit and or handover all the respective files, data and other related information to the insurer within fifteen days of conclusion of the claim and the insurer shall accept the same.	A TPA shall submit and or handover all the respective files, data and other related information to the insurer on a quarterly basis after conclusion of the claim and the insurer shall accept the same.	It is practically difficult to keep track of settled files on daily basis and procure them from more than 20 TPAs on a daily basis. Hence, procurement of files is suggested to be on a quarterly basis.	May consider	The rationale given by the insurer is reasonable.
116	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515, UDYOG VIHAR - V, GURGAON	01-Jul-15	21	(6)	To be added	"Conclusion of the claim" may be suffixed by the words" including audit by the underwriters "	In view of practice enforce	May not consider	The underwriters may not carry audit within 15 days of conclusion of the claim.

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117	Vidal Health TPA Pvt. Ltd.	30-06-2015	21	2	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 preceding ten financial years. The manner of maintaining of books and or records shall be prescribed by the Authority in the guidelines issued from time to time.	The stipulated period is too long for maintaining the records. We suggest that it be retained at 3 years as per the Regulation currently in force and furthermore provide for maintaining the records in electronic form. Also this clause should not be made effective retrospectively. It would be helpful if the clause specifies what is included in the definition of "records". Further this clause is in conflict with clause 21(6).	As per clause 21 (6) of these Regulations , physical files would be handed over to the Insurer within 15 days of conclusion of claim, therefore, this clause should relate to the maintaining of records of insurance company transactions in electronic form. The period of 10 years is very long and onerous and should be restricted to 3 years. Further all information is transmitted by the TPA to the insurers. Hence there is a duplication of records with TPA.	May not consider	As per provisions of Prevention of Money Laundering Act 2002.
118	Vidal Health TPA Pvt. Ltd.	30-06-2015	21	7	A TPA shall not share the data and or personal information which were received by it for servicing of insurance policies and or claims thereon except as provided under Regulation 21 (4) of these regulation.	This clause requires more clarity. The words " TPA shall not share the data..." is very wide. The Authority can restrict the sharing of personal identifiable data and Insurer identifiable data. The Authority should however permit the sharing of data with the consent of the concerned parties, policy holders or potential policy holders. The TPA must be permitted to share data on hospital costs with policy holders or potential policy holders to enable them to make informed choices.	There should be a provision for sharing of de identified data or sanitised data, this would be required to develop and improve the Insurance products. Further, the TPA may be required by the Insurer or with Insurer concurrence to share data, for instance, with Brokers or Corporates. Also, if the policy holder requests for any data relating to his claims , the TPA should be permitted to share the same. Further TPA should be permitted to share data on hospital related costs with policy holders or potential policy holders to make	May not consider	The rational given by the TPA is not acceptable. Product development and other reasons given are to be dealt by insurers and not TPAs.
119	FICCI	01-07-2015	21	2	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 preceding ten financial years. The manner of maintaining of books and or records shall be prescribed by the Authority in the guidelines issued from time to time.	The stipulated period is too long for maintaining the records. We suggest that it be retained at 3 years as per the Regulation currently in force and furthermore provide for maintaining the records in electronic form. Also this clause should not be made effective retrospectively. It would be helpful if the clause specifies what is included in the definition of "records". Further this clause is in conflict with clause 21(6).	As per clause 21 (6) of these Regulations , physical files would be handed over to the Insurer within 15 days of conclusion of claim, therefore, this clause should relate to the maintaining of records of insurance company transactions in electronic form. The period of 10 years is very long and onerous and should be restricted to 3 years. Further all information is transmitted by the TPA to the insurers. Hence there is a duplication of records with TPA.	May not consider	The maintenance of records for 10 years is as per PML Act, 2005.
120	FICCI	01-07-2015	21	7	A TPA shall not share the data and or personal information which were received by it for servicing of insurance policies and or claims thereon except as provided under Regulation 21 (4) of these regulation.	This clause requires more clarity. The words " TPA shall not share the data..." is very wide. The Authority can restrict the sharing of personal identifiable data and Insurer identifiable data. The Authority should however permit the sharing of data with the consent of the concerned parties, policy holders or potential policy holders. The TPA must be permitted to share data on hospital costs with policy holders or potential policy holders to enable them to make informed choices.	There should be a provision for sharing of de identified data or sanitised data, this would be required to develop and improve the Insurance products. Further, the TPA may be required by the Insurer or with Insurer concurrence to share data, for instance, with Brokers or Corporates. Also, if the policy holder requests for any data relating to his claims , the TPA should be permitted to share the same. Further TPA should be permitted to share data on hospital related costs with policy holders or potential policy holders to make	May not consider	Shareing of claims data with individual policy holder: TPA with prior approval of the insruer has to send claims related data to individual policy holder .
121	CignaTTK Health Insurance Company Limited	08-07-2015	22	13 (i)	The insurers and the TPAs shall mandate the hospitals to reflect such agreed discounts in the final hospitalization bill of each claim, whereby the policyholder or the claimant can also be aware of the actual bill raised by the hospital	We suggest to modify this particular clause since most of the providers doesn't deduct the discount with them; it is deducted once a file is being sent to Insurer therefore this clause shouldn't be mandated	Many of providers do include this in final bill, but with most of the provider discounts being deducted once final payment is being made. Sometimes discount is negotitated at the time of file processing as well	May not consider	The office note dated 16-06-2015 may be considered vide which circular in this matter was issued.
122	CignaTTK Health Insurance Company Limited	08-07-2015	22	13 (ii)	Where the admissible claim amount is more than the Sum Insured, the agreed discount shall be effected on the Gross amount raised in the bill, before letting the policyholder or the claimant bear the costs over and above the eligible claim amounts.	This clause should be modified suitably so that where ever it is possible it should be applicable	This clause should be modifies suitably as it is provider dependent. Few of them may agree or few may disagree	May not consider	The office note dated 16-06-2015 may be considered vide which circular in this matter was issued.
123	CignaTTK Health Insurance Company Limited	08-07-2015	22	13 (iii)	Where the underlying health insurance policies have co payment or the deductible conditions, the insurer or the TPA shall ensure that said co-payment or deductible is effected only after netting of the discounts offered by the hospital, if any.	This clause should be modified suitably that where ever possible should be applicable	This clause should be modifies suitably as provider dependent as few of them may agree or few may disagree	May not consider	The office note dated 16-06-2015 may be considered vide which circular in this matter was issued.

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124	CignaTTK Health Insurance Company Limited	08-07-2015	22	13 (iv)	The insurers and the TPAs shall ensure that every discount received or agreed to be received from the hospital is passed on to the policyholder or the claimant in respect of the underlying claim only in absolute monetary terms	This clause needs elobration and clarification in terms of monetary benefit that needs to be given to claimant	This clause is not clear with reference to absolute montary terms that needs to be passed on to policy holders	May not consider	The office note dated 16-06-2015 may be considered vide which circular in this matter was issued.
125	CignaTTK Health Insurance Company Limited	08-07-2015	22	13 (vi)	The above procedures shall be applicable to both cashless & reimbursements of all claims	This clause is not applicable for reimbursements	for Reimbursements providers doesn't provide discounts since they don't know from which insurer customer belongs to	May not consider	The office note dated 16-06-2015 may be considered vide which circular in this matter was issued.
126	Association of TPAs	01-07-2015	22	(4)	To be added	A para may be added towards "Fees / remuneration of TPA , as agreed by the insurer, to be paid on monthly basis by 10th of succeeding month.Insurer shall not adjust / recover any audit recoveries from monthly agreed fees.TPA will be liable to pay back to the insurer audit recoveries, on merit, through an independent transaction"	To ensure liquidity of funds for TPA'S	May not consider	The rational given by the association is not reasonable.
127	Association of TPAs	01-07-2015	22			We have found that execution of tripartiate agreement between insurance company, TPA and network provider is yet take off and is a non-starter. As such it is suggested that TPAs will be entering into an agreement with the network providers in general and execute the MoU and negotiated schedule of charges for various procedures. The claims of all the above network providers will be settled & recommended for payment by the TPA to the insurance company as per the respective insurance product terms and conditions. As such there is no need for a tripartite agreement as suggested earlier by		May not consider	As it will be in contradiction of related provision of Health Insurance Regulation.
128	Association of TPAs	01-07-2015	22	(4)	to be added	The remuneration of the TPA shall be paid by the head office of the insurance company directly on a monthly basis within 7 days of the succeeding month for the services rendered during the earlier calendar month. No audit recoveries will be made from the TPA remuneration. All audit recoveries will be made directly by the insurance company from the TPA. All the insurance companies shall pay a minimum of 7% of the premium wherever applicable as remuneration and no other yardstick will be applicable except in case of projects which will be based on enrollment and number of lives being serviced.		May not consider	As per proposed Reg. 22 (2) the insruer and TPA shall themselves define the scope of the agreement.
129	Association of TPAs	01-07-2015	22	(8)	to be added	Except out of pocket expenses such as commission payable to the bankers for NEFT, postages, courier charges, fax charges, etc.	This out pocket expenses to the tune of actual incurred will be recovered from the settled amounts in all case. As on date NEFT charges are Rs.50/- or less per transaction, however, over the period of time it is expected that bankers will increase the charges as they have done in the case of ATM withdrawals	May not consider	As per proposed Reg. 22 (2) the insruer and TPA shall themselves define the scope of the agreement.
130	Association of TPAs	01-07-2015	22	(13)	to be added	The discount on account of negotiated rate with the network providers is always taking care of by the network provider at the time of billing. In case network providers makes an error TPA while processing the claim takes care of the same. As such in all cases the benefit of negotiated schedule of charges are passed on to the insured. However, there is a scope for additional discount in the event of early payment to the network providers and if so this discount is passed on to the insurance company as it is they who have provided the funds at a short notice. In any case the TPAs will not retain any		May not consider	The office note dated 16-06-2015 may be considered vide which circular in this matter was issued.
131	Association of TPAs	01-07-2015	22	(13) (v)	to be added	The proposed act superceeds all the three earlier regulations applicable to the TPAs. As such mention of earlier regulation needs be deleted and the guideline content to be re-produced in this act		May not consider	No rational for the suggetion.

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132	Association of TPAs	01-07-2015	22	(1) - (13)	Agreements between (i) a TPA and an Insurance Company and (ii) a TPA and a Network Provider and (iii) amongst a TPA, an insurer and a Network Provider;	This clause needs to be further detailed and cover few points to mention : a) Process for implementation of a Tripartite agreement between Insurer, Network Provider and TPA b) Enabling process for making the existing Bipartite agreements implementable for all the stake holders	Tripartite agreement implementation has not been effective over the last 2 years and all the constituents have faced limited success. The key issues have been discussed at various forums , but seems to have a practical difficulty for implementation of the same	May not consider	As it will be in contradiction of related provision of Health Insurance Regulation.
133	Association of TPAs	01-07-2015	22	13 (i)	Discounts on Bills offered by Network Providers	The hospitals are not governed by similar regulations and hence to mandate Network providers, makes implementation difficult. The hospitals will have to make changes in their Software, billing systems etc , hence may need to have a mandate from their regulatory body to make it effective, cause TPA's has limited control to make these changes at the Network providers and	The discounts are always given to the claimants only - directly or indirectly and it is a presentation issue on the invoice at the Network Provider level.	May not consider	The comment is informative only. There is no suggestion w.r.t. proposed regulation.
134	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	22		Agreement	Add IV between TPA and a self funded group	Obviously for self funded groups and agreement will have to be done and file with IRDA	May not consider	The Authority has not proposed to render health services to self funded groups.
135	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	22	3	Policy holder interest and protection	Any policy holder should be allowed to choose any TPA from the empanelled list of TPAs from the Insurance Company. Also companies who are in housing claims should also offer choice of TPA to the policy holder	Policy holder must have a choice for the services which they can get from a TPA as compared to in-house service or non performing TPAs.	May not consider	A TPA is suppose to give health services within the purview of health insurance product and agreement with the insurer. In view of the same the suggestion may not be considered. In view of the said suggestion it is pertinent to pointout that, it may not be made necessary for insurer to have agreement with all the TPAs. As the policy holder will have choice to choose the TPA.
136	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	22	10	Change in the TPA by the Insurer	May not be applicable to the group policies	For groups it is decided at the last moment who is going to be the insurer. The Insurer may use TPAs or may have in-house claims processing.	May not consider	The rational given is not reasonable.
137	Max Bupa Health Insurance Co. Ltd.	01-07-2015	22	7	Authority may prescribe changes to the clauses of the Tripartite Agreements from time to time	The changes in the Tripartite Agreements shall be required to be made only at specified frequencies/ at the time of renewal	In view of the administrative complexities, it would be difficult to make frequent changes to the Tripartite Agreements	May not consider	The Authority will always give sufficient time period for implementation of any change made in the regulation / guidelines.
138	Max Bupa Health Insurance Co. Ltd.	01-07-2015	22	10	A change in a TPA by the insurer shall be communicated to the policyholders thirty days before giving effect to the change.	Except in case of change in TPA due to revocation/ suspension/ cancellation/ rejection of application for renewal of registration of the TPA, the Insures shall communicate the change to the Policyholders before giving effect to the change. In case of change in TPA due to revocation/ suspension/ cancellation/ rejection of application for renewal of registration of TPA, the Insurers shall make suitable arrangements for the policies to be services by a new TPA within a period of 30 days from the date of revocation/cancellation/ suspension /rejection of application for renewal of	The Insurers shall be provided with adequate time to make alternate arrangements for servicing of policies in event of revocation/ suspension/ cancellation/ rejection of application for renewal of registration of the TPA as the Insurers may not get an opportunity to give prior notice to the policyholders in such events.	May not consider	Proposed Reg. 18 (2) will take care of the concern of the insurer.
139	Medi Assist India TPA Private Limited	1-Jul-15	22	5	A TPA shall file details of the agreement entered into between the TPA, Insurance company, Network Provider as the case may be or any modification thereof, in the form as specified in the guidelines as issued by the Authority from time to time. Provided that the Authority at any point of time may call for certified copy of the agreement entered into between a TPA, insurer, network provider as the case may be.	A TPA shall file a <u>quarterly summary of details of the agreements</u> entered into between the TPA, Insurance company <u>and/or</u> Network Provider as the case may be or any modification thereof, in the form as specified in the guidelines as issued by the Authority from time to time. Provided that the Authority at any point of time may call for certified copy of the agreement entered into between a TPA, insurer, network provider as the case may be. <u>Filing of the details of agreements stated above is equally applicable for the Insurer who engages the TPA Services from time to time.</u>	We request the Authority to consider the filing of a "Quarterly Summary" of all agreements. Additionally, the clause allows for the Authority to call for a certified copy of agreement, as the case may be. This will ensure that large volumes (over 50000 pages each time) shallnot have to be submitted to the Authority by each TPA and Insurer. As the PRIME CONTRACTOR is the Insurer, it would be preferred that the Insurer submit the necessary documentation.	May not consider	The issue may be dealt with at the time of issuance of guidelines in the matter.

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140	Medi Assist India TPA Private Limited	1-Jul-15	22	13 vi	The above procedures shall be applicable to both cashless services and reimbursements of all the claims of health insurance policies	The above procedures shall be applicable to both -cashless services and reimbursements of all the claims of health insurance policies	Whenever the Reimbursement Claims are preferred, the Claimant seeks the expenses incurred by him/her and hence, there is no question of applying discount. Secondly, there could be many cases where the Cashless facility is denied in which case Network Provider may not offer any discount on the Bill even though patient has insurance cover. E.g. A Network Provider may not be under GIPSA PPN and Cashless would be denied under the policy terms and conditions. Insurer/TPA can not insist or demand the Network Provider to show discount where the patient has not availed Cashless Facility.	May not consider	The office note dated 16-06-2015 may be considered vide which circular in this matter was issued.
141	UH Parekh TPA	01-07-2015	22	(1) - (13)	Agreements between (i) a TPA and an Insurance Company and (ii) a TPA and a Network Provider and (iii) amongst a TPA, an insurer and a Network Provider;	This clause needs to be further detailed and cover few points to mention : a) Process for implementation of a Tripartite agreement between Insurer, Network Provider and TPA b) Enabling process for making the existing Bipartite agreements implementable for all the stake holders	Tripartite agreement implementation has not been effective over the last 2 years and all the constituents have faced limited success. The key issues have been discussed at various forums , but seems to have a practical difficulty for implementation of the same	May not consider	As it will be in contradiction of related provision of Health Insurance Regulation.
142	UH Parekh TPA	01-07-2015	22	13 (i)	Discounts on Bills offered by Network Providers	The hospitals are not governed by similar regulations and hence to mandate Network providers, makes implementation difficult. The hospitals will have to make changes in their Software, billing systems etc , hence may need to have a mandate from their regulatory body to make it effective, cause TPA's has limited control to make these changes at the Network providers level	The discounts are always given to the claimants only - directly or indirectly and it is a presentation issue on the invoice at the Network Provider level.	May not consider	The comment is informative only. There is no suggestion w.r.t. proposed regulation.
143	IFFCO TOKIO GENERAL INSURANCE CO.	08-07-2015	22	13Where by virtue of any agreement, discounts are agreed to be received on the aggregated bills raised by the hospitals; every insurer or TPA shall appropriately identify and apportion the eligible amount of the discount to the underlying health insurance policy in respect of which the claim is settled so as to pass-on the benefit of the discount to the concerned policyholder or the claimant, as the case may be....	Difficult to implement	Prospective discounts like Early payment discount, volume discounts can not be adjudicated at the time of claim settlement, and apportioning these discounts for settled claims retrospectively is almost impossible	May not consider	In case if a Insurer / TPA is getting discount on agreegate bill then it is in the interest of Policy holder to get apportioned discount for the same.
144	PETCHIMUTHU A	26/06/2015	22	13 (iii)	Where the underlying health insurance policies have co payment or the deductible conditions, the insurer or TPAs shall ensure that the said co-payment or deductible is effected only after netting of the discounts offered by the hospital, if any.	Where the underlying health insurance policies have co payment or the deductible conditions, the insurer or TPAs shall ensure that the said co-payment or deductible is effected only after netting of the discounts offered by the hospital, if any and cash receipt for the co-payment made should be obtained from the hospital	Since there is no common/standard hospital billing formate or software, hospitals can do reverse billing and show the copay in the final bill without collecting it from the policyholder/claimant	May not consider	The rational given by the individual is not reasonable.
145	Reliance General Insurance Company Limited	01-07-2015	22	22 (13) (iii)	Co-pay, deductible is effected only after netting of discount offered by hospital	Should be modified suitably	Hospitals do not agree for netting discount before co-pay and deductibles. Its on admissible amount	May not consider	The office note dated 16-06-2015 may be considered vide which circular in this matter was issued.
146	HDFC ERGO General Insurance Company	03-Jul-15	22	8	Agreements between (i) a TPA and an Insurance Company and (ii) a TPA and a Network Provider and (iii) amongst a TPA, an insurer and a Network Provider	TPAs will not charge any fees in any form or in any manner from the policyholders, network providers, for the health services rendered under the terms of the agreement. The Company requests the Authority to provide insurer's role in the said arrangement	Cases where the TPA has any such arrangement with the customer, the insurer shall not be held responsible for such arrangement.	May not consider	The liability also lies with insurer, if in case his appointed TPA is involved in violation of regulations.

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147	ICICI Lombard General Insurance Company Ltd.	30-Jun-15	22	13(i) & (ii)	Any discount obtained by Insurer or TPA from network hospital or Non network hospitals for settlement of claim should be passed on to the policyholder or the claimants. i) The insurer and TPA's shall mandate the hospitals to reflect such agreed discount in the final hospitalisation bill of each claim, by which the policyholder or the claimant can also be aware of the actual bill raised by the hospital. ii) In case of admissible claim amount is more than Sum insured , discount should be applied on gross amount , benefiting policy holder to bear less cost over and above the eligible claim amount.	It may be submitted that the hospitals across the country have their own billing system & reflection of negotiated discount with insurer in the bills of the individual patient may require system re-architecture of the hospitals. Under such circumstances, the insurers may not be in a position to implement such a change keeping in view the scarcity of good hospitals in the country. Apart from this, the insurers may negotiate the bulk discount from the hospitals on account of bulk billing & early payment. Apportionment of such discount obtained equitably amongst individual bills (of the insured persons) in the bulk may pose as a serious challenge for the insurers. Further this exercise being periodic in nature, there is every possibility that the relevant policy period of insured would get over before claim settlement with hospital.	Requires suitable modification	May not consider	In case if a Insurer / TPA is getting discount on agreegate bill then it is in the interest of Policy holder to get approtioned discount for the same.
148	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	22	(j)	To be added	To add in the last line - "....."or amount of hospital bill excluding discounts / cost of np items, whichever is less "	Many a times bills are of lower amount	May not consider	The proposed regulation number quoted by the TPA is not correct.
149	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	22	(4)	To be added	A para may be added towards "Fees / remuneration of TPA , as agreed by the insurer, to be paid on monthly basis by 10th of succeeding month.Insurer shall not adjust / recover any audit recoveries from monthly agreed fees.TPA will be liable to pay back to the insurer audit recoveries, on merit, through an independent transaction"	To ensure liquidity of funds for TPA'S	May not consider	As per proposed Reg. 22 (2) the insruer and TPA shall themselves define the scope of the agreement.
150	Vidal Health TPA Pvt. Ltd.	30-06-2015	22	1	A TPA shall enter into a agreement for providing the defined Health Services with an insurance company and network provider, and shall ensure that the agreement to be enforce at all relevant times.	The agreement with the Network Provider will either be between the Insurer and the Network Provider or a tripartite between the Network Provider, Insurer and TPA. But in this clause, the onus is on the TPA, this clause should therefore be modified to put the onus on the Insurer.	The Insurer should be responsible to enter into the agreement with the Network Provider. The TPA should only be responsible to keep in force and valid, the agreement with the Insurance Company.	May not consider	The rational given by the TPA is not reasonable. TPAs are responsible for entering into agreement with insurers and network providers. e.g. : TPAs negotiate the rates for services with network provider.
151	Vidal Health TPA Pvt. Ltd.	30-06-2015	22	5	(5) A TPA shall file details of the agreement entered into between the TPA, insurance company, Network Provider as the case may be or any modification thereof, in the form as specified in the guidelines as issued by the Authority from time to time. Provided that the Authority at any point of time may call for certified copy of the agreement entered into between a TPA, insurer, network provider as the case may be.	This clause should be modified. The agreement with the Network Provider will either be between the Insurer and the Network Provider or a tripartite between the Network Provider, Insurer and TPA. Hence the onus should be on the insurer and not the TPA to file the details of the agreement. Further, the number of hospitals empanelled are in thousands and these agreements would get renewed at regular intervals. Filing such documents before the Authority would be very onerous.	The Insurer should be responsible to inform the Authority of the details of the Network Provider agreement as the agreement with the Network Provider will either be between the Insurer and the Network Provider or a tripartite between the Network Provider, Insurer and TPA.	May not consider	TPAs has to submit periodical report about the details of SLAs they have, with the Authority.
152	Vidal Health TPA Pvt. Ltd.	30-06-2015	22	8	A TPA shall not charge any fees in any form or in any manner from the policyholders, network providers, for the health services rendered under the terms of the agreement.	This clause requires more clarity. The TPA will be required to collect reimbursement charges from network providers for one time costs incurred under certain schemes.	Some Schemes require installation of software at the network hospitals and this involves a huge capital deployment. This is done as per the instructions of the Insurer to facilitate the hospitalisation process under the Scheme. These costs are presently borne by the Network Providers. Presently, schemes like RSBY and large state schemes require such capital	May not consider	If the installation of software is part of agreement with the insurer then recovery of the same can not be made from the network provider. Insurer has to pay the same to TPA.

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153	Vidal Health TPA Pvt. Ltd.	30-06-2015	22	12 (i)	The insurer shall take over all the data in respect of the policies serviced by the earlier TPA and make sure that the same is transferred seamlessly to the newly assigned TPA, if any. It shall be ensured that no inconvenience or hardship is caused to the policyholder as a result of the change. In this regard the following aspect shall receive special attention; i) Status of cases where pre-authorization has already been issued by existing TPA. ii) Status of cases where claim documents have been submitted to the existing TPA for processing. iii) Status of claims where processing has been completed by the existing TPA and payment is pending with the insurer.	This clause requires more clarity, the wordings should be clear to state that the insurer must settle the liabilities in all the three cases. The wording "shall receive special attention" is very vague.	The clause needs to be more specific.	May Consider partly	We may reword the said line as "the following aspect shall be taken into consideration"
154	Vidal Health TPA Pvt. Ltd.	30-06-2015	22	13	Discounts on Bills offered by Network Providers: During the course of the settlement of claims under health insurance policies, either the insurers or the TPAs may be obtaining discounts from various Network Providers or also from other Hospitals outside the network. It shall be ensured that the discounts obtained from the hospitals, if any, are passed-on to the policyholders or the claimants of the concerned health insurance policy. Where by virtue of any agreement, discounts are agreed to be received on the aggregated bills raised by the hospitals; every insurer or TPA shall appropriately identify and apportion the eligible amount of the discount to the underlying health insurance policy in respect of which the claim is settled so as to pass-on the benefit of the discount to the concerned policyholder or the claimant, as the case may be. In view of the above, every Insurer and the TPA shall	This clause requires more clarity. The procedure to be followed on discounts on bills offered by Network Providers should be clearly defined, in particular the procedure to be followed on discounts on aggregated bills. In the reimbursement cases it is not possible to apply the discount as the policy holder would have already paid a higher amount to the hospital.	Needs more clarity on application of discount on aggregate bills. Also reimbursement claims should be excluded.	May not consider	The agreement will be entered into between TPA, Insurer & Network Provider. The range of discount may be different in each case. Thus may not consider the suggestion.
155	Vidal Health TPA Pvt. Ltd.	30-06-2015	22	13 (ii)	Where the admissible claim amount is more than the Sum Insured, the agreed discount shall be effected on the Gross amount raised in the bill, before letting the policyholder or the claimant bear the costs over and above the eligible claim amount.	This clause requires more clarity. The intent and wordings of the clause is not clear.	The clause is vague.	May not consider	The rational given by the TPA is not reasonable.
156	Vidal Health TPA Pvt. Ltd.	30-06-2015	22	13 (vi)	The above procedures shall be applicable to both cashless services and reimbursements of all the claims of health insurance policies	This clause should be modified to restrict it to cashless services.	This is not practical with regard to reimbursement claims as the hospital would have charged the amount to the Insured and the hospital may not know that he is an insured patient to extend the discount that is allowed to TPA/ Insurer.	May not consider	The rational given by the TPA is reasonable.
157	New India Assurance Co. Ltd.	08-07-2015	22	4	remuneration shall not be related to product , policy experience or the reduction of claims cost or los ratios of the insurers .	Authority may review this provision of the Draft.	Now this would stand in the way of creating a commercially effective agreement with the TPA as there would not be any comparative deliverables. An incentive scheme , based on the efficient delivery of services and containment of claims cost is the substratum on which they can be judged and assessed.	May not consider	The rational given by the insurer is not reasonable.
158	Association of TPAs	01-07-2015	22	(13)	To be added	Beneficiary of early payment discount may be decided by IRDA in favour of insurer	Benefit to insurer for prompt servicing	May not consider	As per PPHI regulations payment is claim is out of risk accepted by the insurer. Further, the insurer and the TPA are supposed to give prompt services / settle claims.

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159	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V. GURGAON	01-Jul-15	22	(13)	To be added	Beneficiary of early payment discount may be decided by IRDA in favour of insurer	Benefit to insurer for prompt servicing	May not consider	As per PPHI regulations payment is claim is out of risk accepted by the insurer. Further, the insurer and the TPA are supposed to give prompt services / settle claims.
160	United India ICL	23-07-2015	22	4	remuneration not related to product , policy experience	the services required itself may vary depending on product features. Hence costing of service could vary	this should be permitted	May not consider	The rational given by the TPA is not reasonable.
161	FICCI	01-07-2015	22	1	A TPA shall enter into a agreement for providing the defined Health Services with an insurance company and network provider, and shall ensure that the agreement to be enforce at all relevant times.	The agreement with the Network Provider will either be between the Insurer and the Network Provider or a tripartite between the Network Provider, Insurer and TPA. But in this clause, the onus is on the TPA, this clause should therefore be modified to put the onus on the Insurer.	The Insurer should be responsible to enter into the agreement with the Network Provider. The TPA should only be responsible to keep in force and valid, the agreement with the Insurance Company.	May not consider	The onus is not both i.e. Insurer and the TPA.
162	FICCI	01-07-2015	22	5	(5) A TPA shall file details of the agreement entered into between the TPA, insurance company, Network Provider as the case may be or any modification thereof, in the form as specified in the guidelines as issued by the Authority from time to time. Provided that the Authority at any point of time may call for certified copy of the agreement entered into between a TPA, insurer, network provider as the case may be.	This clause should be modified. The agreement with the Network Provider will either be between the Insurer and the Network Provider or a tripartite between the Network Provider, Insurer and TPA. Hence the onus should be on the insurer and not the TPA to file the details of the agreement. Further, the number of hospitals empanelled are in thousands and these agreements would get renewed at regular intervals. Filing such documents before the Authority would be very onerous.	The Insurer should be responsible to inform the Authority of the details of the Network Provider agreement as the agreement with the Network Provider will either be between the Insurer and the Network Provider or a tripartite between the Network Provider, Insurer and TPA.	May not consider	As a registered entity it is also responsibility of the TPA to file the details of agreement entered into, with the Authority.
163	FICCI	01-07-2015	22	8	A TPA shall not charge any fees in any form or in any manner from the policyholders, network providers, for the health services rendered under the terms of the agreement.	This clause requires more clarity. The TPA will be required to collect reimbursement charges from network providers for one time costs incurred under certain schemes.	Some Schemes require installation of software at the network hospitals and this involves a huge capital deployment. This is done as per the instructions of the Insurer to facilitate the hospitalisation process under the Scheme. These costs are presently borne by the Network Providers. Presently, schemes like RSBY and large state schemes require such capital	May not consider	The rational given by the organization is not reasonable.
164	FICCI	01-07-2015	22	12 (i)	The insurer shall take over all the data in respect of the policies serviced by the earlier TPA and make sure that the same is transferred seamlessly to the newly assigned TPA, if any. It shall be ensured that no inconvenience or hardship is caused to the policyholder as a result of the change. In this regard the following aspect shall receive special attention; i) Status of cases where pre-authorization has already been issued by existing TPA. ii) Status of cases where claim documents have been submitted to the existing TPA for processing. iii) Status of claims where processing has been completed by the existing TPA and payment is pending with the insurer.	This clause requires more clarity, the wordings should be clear to state that the insurer must settle the liabilities in all the three cases. The wording "shall receive special attention" is very vague.	The clause needs to be more specific.	May not consider	The rewording is done.

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165	FICCI	01-07-2015	22	13	Discounts on Bills offered by Network Providers: During the course of the settlement of claims under health insurance policies, either the insurers or the TPAs may be obtaining discounts from various Network Providers or also from other Hospitals outside the network. It shall be ensured that the discounts obtained from the hospitals, if any, are passed-on to the policyholders or the claimants of the concerned health insurance policy. Where by virtue of any agreement, discounts are agreed to be received on the aggregated bills raised by the hospitals; every insurer or TPA shall appropriately identify and apportion the eligible amount of the discount to the underlying health insurance policy in respect of which the claim is settled so as to pass-on the benefit of the discount to the concerned policyholder or the claimant, as the case may be. In view of the above, every Insurer and the TPA shall	This clause requires more clarity. The procedure to be followed on discounts on bills offered by Network Providers should be clearly defined, in particular the procedure to be followed on discounts on aggregated bills. In the reimbursement cases it is not possible to apply the discount as the policy holder would have already paid a higher amount to the hospital.	Needs more clarity on application of discount on aggregate bills. Also reimbursement claims should be excluded.	May not consider	The rational given by the organization is not reasonable.
166	FICCI	01-07-2015	22	13 (ii)	Where the admissible claim amount is more than the Sum Insured, the agreed discount shall be effected on the Gross amount raised in the bill, before letting the policyholder or the claimant bear the costs over and above the eligible claim amount.	This clause requires more clarity. The intent and wordings of the clause is not clear.	The clause is vague.	May not consider	The rational given by the organization is not reasonable.
167	FICCI	01-07-2015	22	13 (vi)	The above procedures shall be applicable to both cashless services and reimbursements of all the claims of health insurance policies	This clause should be modified to restrict it to cashless services.	This is not practical with regard to reimbursement claims as the hospital would have charged the amount to the Insured and the hospital may not know that he is an insured patient to extend the discount that is allowed to TPA/ Insurer.	May not consider	The rational given by the organization is not reasonable.
168	Association of TPAs	01-07-2015	23	(3) (v)	to be added	The TPA shall not pay the claim amount only from out of insurance company funds and not from TPA resources.		May not consider	The suggestion given is not reasonable.
169	Association of TPAs	01-07-2015	23	(4)	to be added	Self funded projects of State or Central Govt. or any Body Corporate including public listed / private / Govt. companies / societies / associations / trusts or other entities. TPA activities include arranging for health check-ups of individuals, group of individuals, corporate employees of the above entities.		May not consider	We may not allow servicing of all these schemes as they are non-insurance healthcare schemes.

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170	Medi Assist India TPA Private Limited	1-Jul-15	23	1 i	Claim payments and rejections with respect to the health insurance policies. However, TPA may handle claims admission, authorize cashless claims and recommend to the insurer for the payment of the claim settlement which shall be in line with the detailed claims guidelines issued to TPA by the insurers for the particular product,	Claims payment and rejections with respect to the health insurance policies. However, TPA may handle claims admission, authorize <u>or deny a cashless facility</u> claims and recommend to the insurer for denial or the payment settlement of the claims settlement which shall be in line with the detailed claims guidelines issued to TPA by the insurers <u>or Provider of Non-insurance health schemes for the particular product. Additionally, TPA's shall undertake "Provider Network Management" services including automating provider billing and claims, on-boarding, credentialing, servicing and network design and management.</u>	Cashless is a facility and denial of the facility does not amount denial of claim. Hence, TPA should be permitted to deny Cashless facility without Insurer's concurrence and denial reasons need not be mentioned/communicated to Network Provider or the Insured Patient as there could be manipulation of records/documents/evidence. There are also instances where Sum Insured is not available; Limits are exhausted, Not in GIPSA PPN, Suspected Fraud, disclosure of illness/conditions. When Cashless facility is denied, it is clearly indicated that the denial of Cashless Facility in no way to be construed as denial of claim or treatment and Insured Patient is free to avail the treatment as per the treating doctor's advice and submit the claim for possible reimbursement. Many Insurance Companies do not work 24/7 and hence it is not feasible for TPA to wait for Insurer concurrence particularly after office hours and during Holidays when the patient is due for discharge. Managing the provider network is a critical part of the role of a TPA. With superior provider network	May Not Consider	The rational given by the TPA does not commensurate with the suggestions.
171	Medi Assist India TPA Private Limited	1-Jul-15	23	3 i	Scrutiny of claims: i) All documents submitted to TPA shall be electronically collected and processed for purposes of recommending to the insurer for payment or for rejection as the case may be.	Scrutiny of claims: i) All <u>cashless</u> documents submitted to TPA shall be electronically collected and processed for purposes of recommending to the insurer for payment or for rejection as the case may be. <u>ii) Providers that do not have IT systems to capture the patient case file (medical bill) electronically shall be given a time to transition to the submission of an electronic claim to the TPA. The duration of the transition period shall be decided in consultation with the said Provider and communicated to the Authority from time to time.</u> <u>iii) In the interim period where the claim file continues to remain paper-based, as submitted by the Provider, a seperate fee for data conversion shall be payable to the TPA by the Insurer and/or the non-insurance health scheme.</u>	1. Documents are not submitted electronically particularly the Reimbursement claims. Therefore the said amendment should clearly state that electronic data submission is limited to Cashless claims. 2. Secondly, not all network providers have the ability to submit electronic claims. This is an industry issue and is not in the control of the TPA. In such instances we request the Authority to provide a transition period for the Providers to comply with such regulation. Similar issues have been faced with providers worldover and a period of between 3-5 years has been granted in various countries (e.g. HIPAA compliance in the US). 3. An interim solution would be to consider a fee-payable to the TPA for data conversion, per paper claim file recieved from the Network Provider.	May not consider	As per proposed Reg. 22 (2) the insruer and TPA shall themselves define the scope of the agreement.

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172	Medi Assist India TPA Private Limited	1-Jul-15	23	3 ii	<p>TPA shall, in the correspondence to the policy holder with respect to settlement, denial of the claims, state clearly the following: As per the instructions of the insurer <Name of the Insurer>, the claim is being settled - / denied for Rs. <amount> on account of <specifics of treatment / grounds of denial>. For any further clarification you may directly contact the insurer." Provided that a TPA shall provide the details of settlement of claim that is whether partial or full and relevant details in this regard shall be provided.</p>	<p><u>Format for Settlement: "As advised by the Insurer <Name of the Insurer>, your claim bearing No <Claim No> has been settled for Rs <Amt Paid> against the Amount Claimed for Rs <Claimed Amount> towards Medical Expenses incurred for treatment of <name of the Ailment> at <Name and City of the Hospital> for the period from <Date of Admission> to <Date of Discharge>. Details of Calculations are as below: Should you need any further clarification about the claim, you may contact the Insurer <Name and Address of Underwriting Office of Insurer> or approach Grievance Dept. of the Insurer for any complaints or visit their website <website name of the Insurer> for Grievance Redressal."</u></p> <p><u>Format for Denial Letter: "As advised by the Insurer to whom your claim was referred for final decision, we regret to inform you that the claim for Rs <Amount Claimed> towards Medical Expenses incurred for treatment of <name of the ailment> at <name of the Hospital and City> for the period from <date of Admission> to <date of Discharge> is not admissible for the reasons stated Below. Denial Clauses/Conditions: <if there is any uninsured peril which is neither included nor excluded, it should be mentioned as</u></p>	<p>The wordings for letters settlement and denial need to be independent of each other. TPA's do not settle or deny the claims which should be done by the Insurer based on the TPA recommendation. The Insurer has the prerogative to accept or reject the recommendation. The Insurer may also add or deduct the amount recommended.</p>	May consider partly	As the suggestion is w.r.t. more clarity in the clause we may accept the same.
173	Medi Assist India TPA Private Limited	1-Jul-15	23	4	<p>Non-insurance healthcare schemes: The provisions of Health Services to be offered under health care schemes promoted, sponsored or approved by Central Government and or State Government of India, shall be rendered as specified in the guidelines that may be issued by the Authority from time to time.</p>	<p>Non-insurance healthcare schemes: The provisions of Health Services to be offered under health care schemes promoted, sponsored or approved by Central Government and or State Government of India, shall be rendered as specified in the guidelines that may be issued by the Authority from time to time. <u>Additionally, TPA's shall be allowed to offer Health Services to Non-Insurance healthcare schemes to organized sector employers where the employee strength exceeds 10,000 serving and</u></p>	<p>We request the Authority to consider amending the clause to reflect certain large employers (viz. PSU Employers, Maharatna Companies) and other large private sector employers who could avail TPA services as they are Non-insurance healthcare schemes.</p>	May not consider	As per decision taken by the Competent Authority the said proposed services to be offered by the TPA are for the Health Schemes promoted by Central / State Governments only.
174	Medi Assist India TPA Private Limited	1-Jul-15	23	<u>Propose d NEW CLAUSE</u>		<p><u>Where TPA is used by Insurer of non-insurance healthcare scheme the Beneficiary or Policyholder will have the choice of choosing to change the TPA from a shortlist of TPA's as enlisted by the insurer.</u></p>	<p>We request the Authority to consider addition of this clause in line with the IRDA Circular on Health 2009 (Health Insurance for Senior Citizens) Clause 5; wherein Senior Citizens are given the option to seek a change in TPA. This will ensure that there this choice is universal and applicable to all policyholders.</p>	May not consider	The rational given by the TPA is not reasonable
175	IFFCO TOKIO GENERAL INSURANCE CO.	08-07-2015	23	1 (i)	<p>....However, TPA may handle claims admission, authorize cashless claims and recommend to the insurer for the payment of the claim settlement...</p>	<p>The clause is in contradiction to the HIR-13 Exposure draft clause no 3.2 (refer next column)</p>	<p>As per Draft document for HIR-13 reproduced below. cashless authorization should be approved by insurer 3.2 Pre-Authorization for Cashless Access The TPA shall upon getting the related medical information from the Policy Holders/ Network Service Provider, verify that the person is eligible under the policy and after satisfying itself, may recommend to insurer for pre-authorization. After receiving the recommendation from the insurer, the TPA shall issue authorization letter/guarantee of payment letter to the Network Service Provider</p>	May not consider	This aspect was discussed at the time of drafting the proposed regulations.

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176	HDFC ERGO General Insurance Company	03-Jul-15	23	1	Services offered by TPA in relation to Health Insurance Policies	As required by the regulations, TPA shall have necessary infrastructure to extend the health services as may be required by the policyholders. To ensure quality of service and speedy resolution to the claim requests, TPAs shall be made more responsible towards admission and processing of claims The Company request the Authority to enhance the	Infrastructure and expertise of TPA shall be utilized to full extent. TPAs are appointed for providing services and are supposed to be the expert and also have better infrastructure and reach and provide resolutions.	May not consider	The insurer has not given specific rational for its suggestion.
177	ICICI Lombard General Insurance Company Ltd.	30-Jun-15	23	4	Non-insurance healthcare schemes: The provisions of Health Services to be offered under health care schemes promoted, sponsored or approved by Central Government and or State Government of India, shall be rendered as specified in the guidelines that may be issued by the Authority from time to time	Under such circumstances the authority may consider maintaining the existing prohibition against the TPA from participating in any other scheme in absence of an insurer.	In terms of proposed IRDAI – Third Party Administrator – Health Services, Regulations 2015, wherein the authority allows the TPA to undertake execution of health services scheme by Central and or state Government under different schemes, it is submitted that such a service of the TPA may create “Conflict of Interest” of the TPA with insurers & the sponsoring government entity at different circumstances. It may be noted that in a typical structure of a government sponsored insurance scheme (wherein an insurer is involved) the government remains as the insured policyholder & the TPA remains to be an extended arms of the insurer to service the claim on their behalf. If the TPA are allowed to participate in the government schemes in their individual & independent capacity drawing remuneration from the government, the TPA may derive an interest prejudicial to the interest of their principles i.e. insurers.	Advices of the Competent Authority are requested.	Advices of the Competent Authority are requested in view of Authority circular no. IRDA/NL/CIR/HLTH/207/09/2011 dated 06-09-2011.
178	Vidal Health TPA Pvt. Ltd.	30-06-2015	23	3 (i)	Scrutiny of claims: i) All documents submitted to TPA shall be electronically collected and processed for purposes of recommending to the insurer for payment or for rejection as the case may be.	This clause requires more clarity. In the case of member reimbursement claims it may be difficult for the policy holder to submit the claim documents electronically. It should be specified if there is no requirement to maintain physical files .	The suggestion is to address some of the practical issues that the policy holders may face.	May not consider	The rational given by the TPA is not reasonable.
179	Star Health Insrusance Co. Ltd.	01-07-2015	23	4	Non-insurance healthcare schemes:	TPA shall not be allowed to service non-insurance Health Care schemes	shall be involved for claim settlements only when Insurers are involved	Advices of the Competent Authority are requested	Advices of the Competent Authority are requested in view of Authority circular no. IRDA/NL/CIR/HLTH/207/09/2011 dated 06-09-2011.
180	United India ICL	23-07-2015	23	1	claim payments and rejections not to be done by TPA	this provision is in conflict with regulation 2g.	needs modification	May not consider	The rational given by the TPA is not reasonable.
181	United India ICL	23-07-2015	23	3(ii)	claim rejection letter	in conflict with 23(i)	needs modification	May not consider	The rational given by the TPA is not reasonable.
182	United India ICL	23-07-2015	23	4	non insurance health care schemes	removal of this provision	We feel that this will be in conflict to rendering effective services to the Insurer-TPAs would be marketing themselves with State Govts. to get business	Advices of the Competent Authority are requested	Advices of the Competent Authority are requested in view of Authority circular no. IRDA/NL/CIR/HLTH/207/09/2011 dated 06-09-2011.
183	FICCI	01-07-2015	23	3 (i)	Scrutiny of claims: i) All documents submitted to TPA shall be electronically collected and processed for purposes of recommending to the insurer for payment or for rejection as the case may be.	This clause requires more clarity. In the case of member reimbursement claims it may be difficult for the policy holder to submit the claim documents electronically. It should be specified if there is no requirement to maintain physical files .	The suggestion is to address some of the practical issues that the policy holders may face.	May not consider	In such a scenario TPA may get the documents converted into electronic format.

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184			24	(6) to be added	to be added	TPAs can undertake to service overseas policies referred to them by overseas TPAs / foreign insurers and the services will be availed in Indian hospitals.		May not consider	The provisos in this regard are already available in proposed regulations.
185	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	24		Servicing of foreign travel policy	Either it should be mandatory for all Indian Insurers to use Indian TPAs or TPA companies may not be allowed to service them	The TPA has to have contracts and understanding and various correspondents and providers abroad. This correspondents or assistance companies normally ask a deposit to be paid to them so that they can give guarantee of payment to any hospital in the world. Indian guarantees are still not accepted in many countries. Indian Insurance Companies also will not be issuing guarantees and the direct payment to provider via NEFT many take a very long time. TPAs also will need to have a float to pay off shore providers. TPA also may need to do air evacuation and give variety of other services which is not in the scope today [like transfer of money, legal assistance, passport related assistance etc.] As these benefits are offered in overseas travel policy. Regulators will have to allow all these to be done by the TPA. For contracts with Insurer companies abroad where the insurers may come for treatment in India TPA will require to have a float account for payment to Indian providers.	May not consider	As per proposed Reg. 22 (2) the insurer and TPA shall themselves define the scope of the agreement.
186	Vidal Health TPA Pvt. Ltd.	30-06-2015	24	2	<p>The TPAs may offer health services to the foreign travel policies issued by foreign insurers for the policy holders who are travelling to India. Such services shall be restricted to the health services required to be attended during the course of the visit or the stay of the policyholders in India.</p> <p>Provided that before servicing the foreign travel policies issued by the foreign insurers, a TPA shall obtain the complete terms and conditions governing such policy and shall service only on the specific authorisation of the foreign insurer.</p> <p>A TPA shall also submit to the foreign insurers the details of the health</p>	This clause should be modified to allow the TPA to service health policies where it permits treatment in India. Clause 24(1) mentions that the TPA may service foreign travel policies and health policies issued by Indian Insurers permitting treatment outside India. On similar lines the TPA should also be allowed to service health policies issued by foreign insurers where it permits treatment in India	Internationally, some health policies provide global cover and those policyholders would not require specific travel policies when they travel. TPAs should be permitted to service health policies that provide coverage in India.	May not consider	The provisos in this regard are already available in proposed regulations.
187	Stanley Rodrigues	27-06-2015	24		Servicing of Foreign Travel Policies	really not advisable.	Not given	May not consider	No rational for the suggestion.
188	FICCI	01-07-2015	24	2	<p>The TPAs may offer health services to the foreign travel policies issued by foreign insurers for the policy holders who are travelling to India. Such services shall be restricted to the health services required to be attended during the course of the visit or the stay of the policyholders in India.</p> <p>Provided that before servicing the foreign travel policies issued by the foreign insurers, a TPA shall obtain the complete terms and conditions governing such policy and shall service only on the specific authorisation of the foreign insurer.</p> <p>A TPA shall also submit to the foreign insurers the details of the health</p>	This clause should be modified to allow the TPA to service health policies where it permits treatment in India. Clause 24(1) mentions that the TPA may service foreign travel policies and health policies issued by Indian Insurers permitting treatment outside India. On similar lines the TPA should also be allowed to service health policies issued by foreign insurers where it permits treatment in India	Internationally, some health policies provide global cover and those policyholders would not require specific travel policies when they travel. TPAs should be permitted to service health policies that provide coverage in India.	May not consider	TPA can service for both, i.e. Policies issued by Indian as well as foreign insurer.
189	Association of TPAs	01-07-2015	25	2 (bb)	Processing of claim necessarily needs to be concurred or disputed by a medical practitioner of a TPA from the same stream of medicine in which the treatment is provided	Recruiting medical practitioner from the same stream of medicine, will be challenging. TPA should be given an option to outsource Special ailments or critical illness claims processing	Operationally difficult to recruit specialists talent in TPA for processing claims.	May not consider	The rational given shows the weakness of the TPA in their servicing of health insurance claims.

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190	UH Parekh TPA	01-07-2015	25	2(bb)	Processing of claim necessarily needs to be concurred or disputed by a medical practitioner of a TPA from the same stream of medicine in which the treatment is provided.	Recruiting medical practitioner from the same stream of medicine, will be challenging. TPA should be given an option to outsource Special ailments or critical illness claims processing.	Operationally difficult to recruit specialists talent in TPA for processing claims.	May not consider	The rational given shows the weakness of the TPA in their servicing of health insurance claims.
191	Association of TPAs	01-07-2015	25	(2) (h)	To modify	The word "To" has been repeated in second line of the para to be deleted.	Clerical error	May not consider	The correction made as per advices of Legal Department.
192	Association of TPAs	01-07-2015	25	(bb)	To be added	After the word "Medicine" in third line or by a medical practitioner as provided in Clause 3 (4).	Due to compitancy of MBBS doctors	May not consider	The rational given for the suggestion is not clear.
193	Association of TPAs	01-07-2015	25	(dd)	To modify	The clause may be deleted	Commercial information	May not consider	It is a matter disclosure to policy holder, who is paying for the TPA services.
194	Association of TPAs	01-07-2015	25	(gg)	To modify	The second para may be modified as "Where there is a change in details referred herein, the same shall be notified in the web site of the TPA within 7 days of such change for information of policy holders & insurers"	Better way of information	May not consider	We have not mentioned that the notification shall be in hard form.
195	Association of TPAs	01-07-2015	25	(hh)	To modify	The second para may be modified as "Where there is a change in details referred herein, the same shall be notified in the web site of the TPA within 7 days of such change for information of policy holders & insurers"	Better way of information	May not consider	We have not mentioned that the notification shall be in hard form.
196			25	(s)	to be added	To include CFO & CMO (Chief Marketing Officer) and remove key management person so that there no ambiguity. It is worthwhile to define clearly key management persons.		May Not Consider	The appointment of CFO is within the purview of TPA Co.
197	Association of TPAs	01-07-2015	25	(x)	to be added	The TPAs core activities that should not be outsourced be enumerated : claim settlement MIS		May not consider	The insurer is outsourcing its activities to registered TPA. In turn it is not justifiable to outsource the same by TPAs.
198	Association of TPAs	01-07-2015	25	(y)	to be added	Including RSBY, group policies, projects, etc.		May not consider	RSBY, group policies are issued by insurers only.
199	Association of TPAs	01-07-2015	25	(bb)	to be added	Cost of recruiting same stream of medicine practioner in which the treatment was provided is prohibitive. However, in case of highly technical issues involving medical enterpretation the TPA shall refer to specialist doctor from out of the stream from the market and obtain the opinion before settlement.		May not consider	The rational given shows the weakness of the TPA in their servicing of health insurance claims.
200	Association of TPAs	01-07-2015	25	(dd)	to be added	should be deleted.		May not consider	It is a matter disclosure to policy holder, who is paying for the TPA services.
201	Association of TPAs	01-07-2015	25	(ee)	to be added	To include hospitalisation of personal accident claims.		May Consider	Servicing of Hospitalization claims registered under PA policy may be allowed.
202	Association of TPAs	01-07-2015	25	(gg)	to be added	All changes will be put up on the web site within 7 days of such change. However, notification to all the policy holders is impossible.		May not consider	We have not mentioned that the notification shall be in hard form.
203	Association of TPAs	01-07-2015	25	(hh)	to be added	All changes will be put up on the web site within 7 days of such change. However, notification to all the policy holders is impossible.		May not consider	We have not mentioned that the notification shall be in hard form.
204	Association of TPAs	01-07-2015	25	2 (s)	The director, promotor, shareholder, CAO, CEO, Key managerial person of TPA shall not engage directly or indirectly in any other insurance or insurance related activity.	The director, promotor, shareholder, CAO, CEO, Key managerial person of TPA should be allowed to engage directly or indirectly in any other insurance or insurance related activity, but need to inform IRDA on the same.	Not allowing would restrict growth, business opportunities and options for the TPA business management.	May not consider	As it will be conflict of interest.
205	Association of TPAs	01-07-2015	25	2 (y)	TPA shall not maintain any float fund account or any other nomenclature for payment of insurance claims on behalf of the insurer	it should also specify that no Bank Guarantee would be required to be given by a TPA, since there is no float amount paid by the Insurer.	Since no funds are given to the TPA, the BG may not be required.	May not consider	As per proposed Reg. 22 (2) the insruer and TPA shall themselves define the scope of the agreement.

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206	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	25	2S & 2T	Conflict of Interest	These clauses need not be there	IRDA has already issued license to GIPSA TPA where the promoters are Insurer company. The directors are common in Insurance Companies as well as TPA and they have clearly mentioned that GIPSA companies business will be directed to this TPA in various press briefing. There are many broking houses who also own TPA companies directly or indirectly where no actions have been taken by the regulators. Examples are many and the market is fully aware of them. Merely by just naming different directors they are getting away with these activities. A TPA also should be allowed to open a Insurance Company as well as can act as consultant for Health Insurance to advice the clients on appropriate coverage.	May not consider	The Authority has issued conditional license to a TPA company promoted by GIPSA companies. Addressing of issue of conflict of interest is necessary in view of protection of policy holders interest.
207	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	25	2 Y	Brief account	Float may be permitted for Travel Health policy	This is the normal International practice.	May not consider	It will be in contradiction of Health Insurnace Regulation & current proposed regulation.
208	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	25	ee	Personal accident claims	TPA should be allowed to service personal accident claims	Health and accident policy is allowed to TPA world over. The TPA doctors can be of help in assessing a damage and also appearing in various forums.	May not consider	It is already discussed that we may allow servicing of hospitalization part of PA policy.
209	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	25	hh	Changes in the list of network hospitals	Within 7 days of such change the TPA will display the same on the website	It is practically impossible to go on communicating via post because the network changes keep on happening. However, for policy holders knowledge they can check the website which will show the latest position.	May not consider	The Authority has not mentioned that the notification shall be in hard form.
210	Paramount Health Services [TPA] Pvt. Ltd.	30.06.2015	25	2 [nn]	Claims Investigations	Investigations need to be one by TPA where the fees need to be on case to case basis and not linked with TPA fees.	The Investigations are sometimes a costly affair. TPAs may need to hire specialist for this and there could be long travel and stay required which is a separate activity by itself.	May not consider	As per proposed Reg. 22 (2) the insruer and TPA shall themselves define the scope of the agreement.
211	Medi Assist India TPA Private Limited	1-Jul-15	25	2 f	Render necessary assistance specified under the agreement and advice to policyholders or claimants or beneficiaries to comply with the requirements for settlement of claims with the insurance company	Render necessary assistance specified under the agreement and advice to policyholders or claimants or beneficiaries to comply with the requirements for <u>Settlement adjudication</u> of claims with the insurance company.	Provides clarity on the role of the TPA	May not consider	The rational given by the TPA is not reasonable.
212	Medi Assist India TPA Private Limited	1-Jul-15	25	2 i	Other than offering advice and guidance when specifically sought for, a TPA shall not dissuade or discourage policyholder from approaching specific hospital of his, her choice	Other than offering advice and guidance when specifically sought for, a TPA shall not dissuade or discourage policyholder from approaching specific hospital of his, her choice; <u>or persuade or encourage any specific Hospitals which are in their Network.</u>	For better clarity	May consider	for better clarity.
213	Medi Assist India TPA Private Limited	1-Jul-15	25	2 k	Ensure to resolve the grievances of policy holders expeditiously	Ensure to resolve the grievances of policy holders expeditiously <u>which are within their purview and no other stakeholders intervention required.</u>		May not consider	The suggestion is implied one.
214	Medi Assist India TPA Private Limited	1-Jul-15	25	2 i	Ensure to resolve the grievances, disputes with hospitals, network providers expeditiously and ensure that the policyholder is not adversely affected due to such disputes.	Ensure <u>in coordination with the insurer and/or non-insurance healthcare scheme</u> to resolve the grievances, disputes with hospitals, network providers expeditiously and ensure that the policyholder is not adversely affected due to such disputes.	Grievances, disputes etc. with Hospitals/Network Providers should be jointly addressed, Insurer being the primary party. Empanelment/De-empanelment rests with the Insurer, and hence, this needs to be amended. Importantly, not all greivances are solely because of the TPA and often relate to deductions, denials, etc which needs to be addressed by Insurer.	May not consider	The suggestion is implied one.
215	Medi Assist India TPA Private Limited	1-Jul-15	25	y	A TPA shall not maintain any float fund account or any other account with any other nomenclature for payment of insurance claims on behalf of insurer.	A TPA shall not maintain any float fund account or any other account with any other nomenclature for payment of <u>insurance</u> claims on behalf of insurer <u>or Provider of non-insurance healthcare scheme. In case of certain wellness activities/initiatives as covered under the policy the fee for such services could be paid to to TPA.</u>	We request the Authority to review this clause as in the case of Wellness Activies e.g. Health Check's, etc. the TPA could act as the aggregator for such services (across disparate vendors viz. clinics, diagnostic centres, hospitals, etc.) and settles the dues once the service is rendered.	May not consider	The rational given by the TPA is not reasonable.

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216	Medi Assist India TPA Private Limited	1-Jul-15	25	2 bb	A processing of a particular claim has necessarily to be concurred or disputed by a Medical practitioner of a TPA from the same stream of medicine in which the treatment was provided.	A processing of a particular claim has necessarily to be concurred or disputed by a Medical practitioner of a TPA from the same stream of medicine in which the treatment was provided.	All claims need not be processed by Medical Practitioner e.g. Maternity whether Normal or C-Section does not require a medical practitioner to concur or dispute a claim. Since Claims are to be settled or denied based on the recommendation of the TPA, question of concurrence or dispute resolution by TPA does not arise. We request the Authority to consider deletion of the clause. As a standard process, all high value claims are reviewed by a medical practitioner from the same	May not consider	The clause is pertaining to challenging / disputing the treatment given by network provider / hospital by the TPA.
217	Medi Assist India TPA Private Limited	1-Jul-15	25	2 ee	A TPA shall not service Personal Accident claims.	This clause conflicts with Clause 2 (f) of the Exposure Draft which states that the Health Insurance Benefits include personal accident cover and therefore may be deleted.		May not consider	It is discussed that for more clarity we will reword the provision that hospitalization part of the PA policy can be serviced by the TPA.
218	Medi Assist India TPA Private Limited	1-Jul-15	25	2 hh	A TPA shall disclose the list of network hospitals with whom it have valid and effective service level agreement to general public, prospect, policy holders. Where there is a change in details referred herein, the same shall be notified to all the policyholders within seven days of such change	A TPA shall disclose the list of network hospitals with whom it have valid and effective service level agreement to general public, prospect, policy holders. Where there is a change in details referred herein, the same shall be notified <u>on Website of the TPA to all the policyholders</u> within seven days of such change	List of Network Providers is very dynamic and notifying to all Policyholders of additions and deletions through individual letters is not feasible. Instead, Change in the List of Network Providers should be published in the website of the TPA within 7 days	May not consider	The Authority has not mentioned that the notification shall be in hard form.
219	Medi Assist India TPA Private Limited	1-Jul-15	25	2 mm	A TPA shall communicate promptly to the claimant under intimation to the insurer concerned about any delay which is unavoidable or owing to customer or hospital fault	We request the Authority to provide clarity on this clause as to the definition of a <u>"customer or hospital fault"</u>		May not consider	The proposed clause is clear.
220	Medi Assist India TPA Private Limited	1-Jul-15	25	2 nn	A TPA shall have systems in place to identify, monitor, control and deal with fraud including hospital abuse, by various agencies including healthcare providers. The Authority may direct the TPAs to put systems and internal processes in place for detection of fraud and its mitigation. A TPA shall delineate and disseminate information on fraudulent cases.	A TPA shall have systems in place to identify, monitor, control and deal with fraud including hospital abuse, by various agencies including Network healthcare providers. The Authority may direct the TPAs to put systems and internal processes in place for detection of fraud and its mitigation. A TPA shall delineate and disseminate information on fraudulent cases. <u>Any insurer audit resulting in a recovery beyond six-months from the date of settlement of the claim by the insurer shall not be recoverable from the TPA unless the fraudulent activity was committed and directly attributable to an employee of the TPA. Further, any dispute on a recovery demand on the TPA can be referred to the IRDAI for resolution.</u>	1. We request the authority to modify the clause to remove "various agencies" as TPA's do not have the ability to identify fraud by any one else other than a network provider. 2. Apart from the above, we request the Authority to insert a clause pertaining to Audit by Insurers and recovery thereon. Since Claims are settled by the Insurers and documents are made available through electronically before settlement, any audit conducted 6 months after Settlement and recoveries raised thereon should not be recovered from the TPA. However, if there is any fraud which is committed by TPA personnel, the Insurer will have the right to recover the loss from TPA. Any dispute with regard to interpretation of clause/s, recovery by Insurer without proper reasons/justifications or any disputes between the TPA & Insurer etc. may be referred to the Authority by affected party. The decision of the Authority will be binding on the parties.	May not consider	As per proposed Reg. 22 (2) the insurer and TPA shall themselves define the scope of the agreement.
221	UH Parekh TPA	01-07-2015	25	2(s)	The director, promotor, shareholder, CAO, CEO, Key managerial person of TPA shall not engage directly or indirectly in any other insurance or insurance related activity.	The director, promotor, shareholder, CAO, CEO, Key managerial person of TPA should be allowed to engage directly or indirectly in any other insurance or insurance related activity, but need to inform IRDA on the same.	Not allowing would restrict growth, business opportunities and options for the TPA business management.	May not consider	The issue of conflict of interest is required to be addressed.
222	UH Parekh TPA	01-07-2015	25	2(y)	TPA shall not maintain any float fund account or any other nomenclature for payment of insurance claims on behalf of the insurer	it should also specify that no Bank Guarantee would be required to be given by a TPA, since there is no float amount paid by the Insurer.	Since no funds are given to the TPA, the BG may not be required.	May not consider	As per proposed Reg. 22 (2) the insurer and TPA shall themselves define the scope of the agreement.
223	IFFCO TOKIO GENERAL INSURANCE CO.	08-07-2015	25	2 (bb)	A processing of a particular claim has necessarily to be concurred or disputed by a medical practitioner of a TPA from the same stream of medicine in which the treatment was provided.	Difficult to implement	In case of Ayush, it will be difficult to get the doctors of Yoga, unani and sidha.	May not consider	The rational given by the insurer is not reasonable.

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224	IFFCO TOKIO GENERAL INSURANCE CO.	08-07-2015	25	2 (ee)	A TPA shall not service Personal Accident claims.	TPA should be allowed to service Personal Accident claims.	As per the draft document, personal accident cover is very much part of the health insurance. Kindly refer 2(f) "Health Insurance Business" means the effecting of contracts which provide for sickness benefits or medical, surgical or hospital expense benefits, whether inpatient or out patient, travel cover and personal accident cover. is very much a part of health insurance.	May not consider	It is discussed that for more clarity we will reword the provision that hospitalization part of the PA policy can be serviced by the TPA.
225	PETCHIMUTHU A	26/06/2015	25	2(g)	(g) conduct itself and or himself in a courteous and professional manner;	Minimum / essential qualification for various technical and customer interaction related areas to be prescribed.Ex., claims approver should be required to qualify Associate from III or licenciate with Diploma in HI.	A life science graduate in claims team will act more professionally than a commerce or home science graduate.One allopathic doctor in every shift in claims and preauth department will keep these department to function in more professional manner.Unani/Electropathy medico in preauth team is not the correct resource to handle DM/ MCh qualified medico who is filling the preauth form.Continuous learning should be made mantatory for moving to next level in technical departments	May not consider	The rational given by the individual is not reasonable.
226	KAMAL JEET GUPTA (JT. MD & CAO) HEALTH INDIA TPA SERVICES PVT. LTD. (TPA License- 022)	01-07-2015	25	2 (nn)	A TPA shall have systems in place to identify, monitor, control and deal with fraud including hospital abuse, by various agencies including healthcare providers. The Authority may direct the TPAs to put systems and internal processes in place for detection of fraud and its mitigation. A TPA shall delineate and disseminate information on fraudulent cases.	We understand that necessary claim investigation of Health claims serviced by TPA may appoint agencies to deal with the fraud.	Claim investigation under mandatory as well a fundamental process of a TPA has been increased phenominally over the period of time that too across India . To cover this phenominally spreaded and critically extensive task need huge number of manpower. These many manpower rolled under TPA is a mamoth task to match. Therefore, professional agencies should be allowed to hire under TPA's professional management, accountability and vigilance to perform and deliver to the Insurance Industry.	May not consider	The insurer has outsourced its activities to the appointed TPA. It is not advisable to further outsource the outsourced activity.
227	EAST WEST ASSIST TPA	30-06-2015	25	2 (ee)	conflicting with regulation 2 (f)	In one place health insurance business definition is covering personal accident cover in its ambit. and disallowing in another area as shown.	This may please be reviewed.	May not consider	It is discussed that for more clarity we will reword the provision that hospitalization part of the PA policy can be serviced by the TPA.
228	EAST WEST ASSIST TPA	30-06-2015	25	2(y)	on discontinuation of float accounts with insurers	Bank Guarantees from TPAs linked wity upload limits need to be discontinued to Insurers as that is defeating the purpose of this regulation	BG's from tpas and Audits from insurers need more clarity there.	May not consider	As per proposed Reg. 22 (2) the insruer and TPA shall themselves define the scope of the agreement.
229	HDFC ERGO General Insurance Company	03-Jul-15	25	(S), (T)	Code of Conduct for TPAs	The regulation state that there shall not be any Conflict of interest between a TPA Company and any other insurance or insurance related activity but it is silent on the same in respect to the relationship with health care service companies/hospitals We request the Authority to define the code of conduct to ensure no conflicts of interests between TPA and	Instances where TPA may have conflict of interest in case they have any relationship directly or indirectly with health care services companies/hospitals	Advices of the Competent Authority are requested.	We may add as suggested.
230	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	25	(2) (h)	To modify	The word "To" has been repeated in second line of the para to be deleted	Clerical error	May not consider	this is already corrected as per advices of Legal Dept.
231	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	25	(bb)	To be added	After the word "Medicine" in third line or by a medical practitioner as provided in Clause 3 (4)	Due to compitancy of MBBS doctors	May not consider	The rational given for the suggestion is not clear.
232	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	25	(dd)	To modify	The clause may be deleted	Commercial information	May not consider	It is a matter disclosure to policy holder, who is paying for the TPA services.
233	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	25	(gg)	To modify	The second para may be modified as "Where there is a change in details referred herein, the same shall be notified in the web site of the TPA within 7 days of such change for information of policy holders & insurers"	Better way of information	May not consider	The Authority has not mentioned that the notification shall be in hard form.

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234	VIPUL MEDCORP TPA PVT. LTD., PLOT NO.515. UDYOG VIHAR - V, GURGAON	01-Jul-15	25	(hh)	To modify	The second para may be modified as "Where there is a change in details referred herein, the same shall be notified in the web site of the TPA within 7 days of such change for information of policy holders & insurers"	Better way of information	May not consider	The Authority has not mentioned that the notification shall be in hard form.
235	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (u)	A TPA Company shall not lend, give, grant any loan to other Company, entity, individual who are not connected with its TPA business. However, this does not prevent a TPA to grant any loans or temporary advances either on hypothecation of property, or on personal security or otherwise, except such loans as may be specified by the regulations including the loans sanctioned as part of their salary package to the fulltime employees of the TPA as per the scheme duly approved by its Board of Directors.	This clause should be deleted. There are clauses to ensure the capital adequacy and the working capital of the TPA are protected. The TPA should therefore be allowed to manage its finances including the grant of any loans or advances to any party.	The capital adequacy and the working capital of the TPA is already protected by the Regulations. The TPA should be allowed to manage its funds.	May not consider	Loan to any party by TPA is in deviation of proposed Regulation 3 (2)
236	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (y)	A TPA shall not maintain any float fund account or any other account with any other nomenclature for payment of insurance claims on behalf of insurer.	TPAs should be permitted to maintain some floats in order to permit emergency payments. This clause is very restrictive and will impact service delivery to the policy holder. If this clause is retained, the onus should be placed on the Insurer as some Insurers are still in the process of arranging to make payments directly. This clause should further state that the Insurer cannot require the TPA to furnish any Bank Guarantee as the claim would be settled by the Insurer directly.	The clause should be removed/ modified in order that policy holders are not affected.	May not consider	The rational given by the TPA is not reasonable.
237	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (bb)	A processing of a particular claim has necessarily to be concurred or disputed by a Medical practitioner of a TPA from the same stream of medicine in which the treatment was provided	This clause is very restrictive. With the advances in technology, there is higher ability to use technology to automate processing of claims which should be encouraged. Given the health infrastructure and severe shortage of medical personnel in the country, the regulations should be forward looking and hence it is suggested that this clause be revisited.	With the advances in technology, there is higher ability to use technology to automate processing of claims which should be encouraged.	May not consider	The rational given by the insurer is not reasonable.
238	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (dd)	A TPA on demand shall disclose fee received for servicing of Health Insurance policy to policy holder, insured	This clause needs to be deleted. The TPA does not have not any contractual obligation with the policy holder. If the policy holder requires such information, he may obtain it from Insurer.	Service fee of the TPA need not be disclosed to the policy holder as TPA does not have any contractual obligation with the policy holder.	May not consider	It is a matter disclosure to policy holder, who is paying for the TPA services.
239	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (ee)	TPA shall not service Personal Accident claims.	This clause needs more clarity, would servicing the personal accident section under Health Policies also be out of the scope of TPA activity	Clause is vague.	May not consider	It is discussed that for more clarity we will reword the provision that hospitalization part of the PA policy can be <u>serviced by the TPA</u> .
240	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (gg)	A TPA shall ensure that at no point of time contact numbers of a TPA like phone number, toll free number as published or provided to policy holders shall be out of service or closed.	This clause needs to be modified to exclude force majeure events. The TPA cannot guarantee service as telecom services are provided by third parties.	The clause is too stringent and should take into account the difficulties faced by TPA beyond its control.	May not consider	The rational given by the TPA is not reasonable.
241	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (hh)	A TPA shall disclose the list of network hospitals with whom it have valid and effective service level agreement to general public, prospect, policy holders. Where there is a change in details referred herein, the same shall be notified to all the policyholders within seven days of such change	This clause need to be modified to permit the TPA to notify regarding the changes in the network hospitals through the website. Physical communication of the change in Network Hospitals is not possible as the number of hospitals in a network are large and the hospitals are empanelled and disempanelled on an ongoing basis.	It is not practical to inform policy holder of every change in the list of network hospitals through physical notification.	May not consider	The Authority has not mentioned that the notification shall be in hard form.
242	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (ii)	A TPA shall have system in place for assisting to the policyholder, claimant during hospitalization	The scope of assistance to be rendered by TPA should be defined clearly. The TPA can provide assistance on the policy terms and cashless process but not on hospitalisation queries	TPA cannot be expected to guide patients on hospitalisation queries.	May Consider partly	We may reword the clause as suggested.

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243	Vidal Health TPA Pvt. Ltd.	30-06-2015	25	2 (nn)	A TPA shall have systems in place to identify, monitor, control and deal with fraud including hospital abuse, by various agencies including healthcare providers. The Authority may direct the TPAs to put systems and internal processes in place for detection of fraud and its mitigation. A TPA shall delineate and disseminate information on fraudulent cases.	The lines "A TPA shall delineate and disseminate information on fraudulent cases." requires more clarity. Can the TPA share privileged information. The guidelines in this regard and the protection offered to TPA for sharing such information needs to be clearly defined in this clause.	This clause needs more clarity as this deals with sharing of confidential information.	May consider partly	We may add the word with concern insurer in this regard.
244	New India Assurance Co. Ltd.	08-07-2015	25	ee	TPA shall not service Personal accident Claims	Authority may examine this leniently.	Today the definition of Health Insurance includes health insurance , Travel Insurance policies and PA. Therefore it does not appear to be correct to exclude the servicing of Personal accident claims from TPA's purview. Insurers do issue Personal Accident Insurance covers with hospitalization expense as add on. The provision would not provide the flexibility for the insurers to deploy TPAs in such cases if required.	May not consider	It is discussed that for more clarity we will reword the provision that hospitalization part of the PA policy can be serviced by the TPA.
245	New India Assurance Co. Ltd.	08-07-2015	25	s	Directors , Promoters , shareholders , CAO, CEO , Key Management Persons of a TPA company shall not engage directly or indirectly in any other insurance or insurance related activity	Authority is requested to re-draft this Code , allowing common directors in an Insurance Company and a TPA. Hoverer the restriction on CEO/ CAO / Key Persons can be there .	This would cause serious restrictions on the proposed common TPA set up by al PSU General insurers . The directors of these Insurers are also members of Board of directors of this new Company. This code , given in the draft would be an impediment in this organization, particularly as IRDAI has given the cense to this TPA, understanding fully well that this Company is being promoted by te PSU nonlife insurers .	May not consider	The Authority has issued conditional license to a TPA company promoted by GIPSA companies. Addressing of issue of conflict of interest is necessary in view of protection of policy holders interest.
246	New India Assurance Co. Ltd.	08-07-2015	25	y	A TPA shall not maintain any float fund account or any other account with any other nomenclature for payment of insurance claims on behalf of insurer.	clause needs to be dropped.	This Clause is perhaps incorporated to ensure that insurers pay claims directly and not utilise the TPA for such payment. However, for making early payment and obtaining discounts for the customers, the TPA does need to have the float fund so as to facilitate immediate payment and reap the discounts to the credit of the customer.	May not consider	The rational given by the insurer is not reasonable.
247	United India ICL	23-07-2015	25	2(o)	advertisement by TPA	removal of proviso permitting TPA to advertise	Only customers of TPA are insurers	May not consider	The rational given by the TPA is not reasonable.
248	United India ICL	23-07-2015	25	2(s) and (t)	conflict between TPA and any other insurance related activity	several broking firms have their own TPA.Some insurers have their own broking firms & TPAs	this creates a conflict of interest situation	May not consider	The comments given are informative only.
249	FICCI	01-07-2015	25	2 (u)	A TPA Company shall not lend, give, grant any loan to other Company, entity, individual who are not connected with its TPA business. However, this does not prevent a TPA to grant any loans or temporary advances either on hypothecation of property, or on personal security or otherwise, except such loans as may be specified by the regulations including the loans sanctioned as part of their salary package to the fulltime employees of the TPA as per the scheme duly approved by its Board of Directors.	This clause should be deleted. There are clauses to ensure the capital adequacy and the working capital of the TPA are protected. The TPA should therefore be allowed to manage its finances including the grant of any loans or advances to any party.	The capital adequacy and the working capital of the TPA is already protected by the Regulations. The TPA should be allowed to manage its funds.	May not consider	In case if a TPA is lending loan to other than employees then it will be not in line with proposed Reg. 3 (2)

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250	FICCI	01-07-2015	25	2 (y)	A TPA shall not maintain any float fund account or any other account with any other nomenclature for payment of insurance claims on behalf of insurer.	TPAs should be permitted to maintain some floats in order to permit emergency payments. This clause is very restrictive and will impact service delivery to the policy holder. If this clause is retained, the onus should be placed on the Insurer as some Insurers are still in the process of arranging to make payments directly. This clause should further state that the Insurer cannot require the TPA to furnish any Bank Guarantee as the claim would be settled by the Insurer directly.	The clause should be removed/ modified in order that policy holders are not affected.	May not consider	The rational given by the organization is not reasonable.
251	FICCI	01-07-2015	25	2 (bb)	A processing of a particular claim has necessarily to be concurred or disputed by a Medical practitioner of a TPA from the same stream of medicine in which the treatment was provided	This clause is very restrictive. With the advances in technology, there is higher ability to use technology to automate processing of claims which should be encouraged. Given the health infrastructure and severe shortage of medical personnel in the country, the regulations should be forward looking and hence it is suggested that this clause be revisited.	With the advances in technology, there is higher ability to use technology to automate processing of claims which should be encouraged.	May not consider	The clause is regarding concurring / disputing of treatment given by medical practitioner and not about processing of claim.
252	FICCI	01-07-2015	25	2 (dd)	A TPA on demand shall disclose fee received for servicing of Health Insurance policy to policy holder, insured	This clause needs to be deleted. The TPA does not have not any contractual obligation with the policy holder. If the policy holder requires such information, he may obtain it from Insurer	Service fee of the TPA need not be disclosed to the policy holder as TPA does not have any contractual obligation with the policy holder.	May not consider	Policy holders have right to know the fees paid to TPAs as the same are paid out of receipt from policy holders.
253	FICCI	01-07-2015	25	2 (ee)	TPA shall not service Personal Accident claims.	This clause needs more clarity, would servicing the personal accident section under Health Policies also be out of the scope of TPA activity.	Clause is vague.	May not consider	The clarification in the matter is already made.
254	FICCI	01-07-2015	25	2 (gg)	A TPA shall ensure that at no point of time contact numbers of a TPA like phone number, toll free number as published or provided to policy holders shall be out of service or closed.	This clause needs to be modified to exclude force majeure events. The TPA cannot guarantee service as telecom services are provided by third parties.	The clause is too stringent and should take into account the difficulties faced by TPA beyond its control.	May not consider	The rational given by the organization is not reasonable.
255	FICCI	01-07-2015	25	2 (hh)	A TPA shall disclose the list of network hospitals with whom it have valid and effective service level agreement to general public, prospect, policy holders. Where there is a change in details referred herein, the same shall be notified to all the policyholders within seven days of such change	This clause need to be modified to permit the TPA to notify regarding the changes in the network hospitals through the website. Physical communication of the change in Network Hospitals is not possible as the number of hospitals in a network are large and the hospitals are empanelled and disempanelled on an ongoing basis.	It is not practical to inform policy holder of every change in the list of network hospitals through physical notification.	May not consider	The Authority has insisted on physical notification of the information.
256	FICCI	01-07-2015	25	2 (ii)	A TPA shall have system in place for assisting to the policyholder, claimant during hospitalization	The scope of assistance to be rendered by TPA should be defined clearly. The TPA can provide assistance on the policy terms and cashless process but not on hospitalisation queries	TPA cannot be expected to guide patients on hospitalisation queries.	May not consider	The clarification in the matter is already made.
257	FICCI	01-07-2015	25	2 (nn)	A TPA shall have systems in place to identify, monitor, control and deal with fraud including hospital abuse, by various agencies including healthcare providers. The Authority may direct the TPAs to put systems and internal processes in place for detection of fraud and its mitigation. A TPA shall delineate and disseminate information on fraudulent cases.	The lines "A TPA shall delineate and disseminate information on fraudulent cases." requires more clarity. Can the TPA share privileged information. The guidelines in this regard and the protection offered to TPA for sharing such information needs to be clearly defined in this clause.	This clause needs more clarity as this deals with sharing of confidential information.	May not consider	The clarification in the matter is already made.
258	Association of TPAs	01-07-2015	27	(2)	to be added	If proven negligence / lapse of the TPA is established.		May not consider	The rational for the suggestion is not given by the association.
259	Vidal Health TPA Pvt. Ltd.	30-06-2015	27	2	The expenses and costs of such an investigation may be recovered by the Authority from the TPA whose affairs had been caused to be investigated.	This clause needs to be modified. The cost of the investigation cannot be recovered from the TPA if the affairs of the TPA are found to be in order.	Imposing all the investigation costs on the TPA will put the TPA under immense hardship.	May not consider	The rational given by the TPA is not reasonable.
260	FICCI	01-07-2015	27	2	The expenses and costs of such an investigation may be recovered by the Authority from the TPA whose affairs had been caused to be investigated.	This clause needs to be modified. The cost of the investigation cannot be recovered from the TPA if the affairs of the TPA are found to be in order.	Imposing all the investigation costs on the TPA will put the TPA under immense hardship.	May not consider	The rational given by the organization is not reasonable.

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261	Birla Sun Life Insurance Co. Ltd.	06-07-2015	--	--	Nil	The insruer is in agreement with the exposure draft.	Nil	Nil	Nil
262	PNB Met Life Insurance Co. Ltd.	01-07-2015	--	--	Nil	The insruer is fine with the exposure draft.	Nil	Nil	Nil
263	Legal Department, IRDAI	19-06-2015	--	--	Various	Various as per office note dated 19-06-2015	Vetting of Exposure Draft	May consider	modifications made in proposed Regulations as per suggestions of Legal Dept.
264	K.R. Hajare	23-06-2015	--	--	Various	Various as per said e-mail.	In major of comments Mr. Hajare had not given rational for the same.	May not consider	Comments sent was in pdf and not in excel format. Upon examination it was noted that most of the suggestions are common as sent by ATPA. Hence may not consider these suggestions. (CE125-127)