

Contract Information – Duplicate page should be submitted for each contract held by TPA

1	Name of Insurer	
	NAIC CoCode	

2	Name and FEIN of Third-Party Administrator to whom authority is delegated:
----------	--

3	Term of Contract	
	Beginning	Ending

4	What Authority does contract extend:				
	Life	Health	Variable Annuity	Variable Life	Credit

5	Fiduciary Account: A separate fiduciary account must be maintained for each insurer represented:			
	Bank		Account Number	
	City	State	Zip	

6	Does the contract termination clause comply with AS 21.27.650(a)(5)(A)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
----------	---	------------------------------	-----------------------------

7	Is the contract subject to a retrospective compensation clause?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
----------	---	------------------------------	-----------------------------

8	Will the TPA provide written notice approved in writing by the insurer, to a covered person advising the person of the identity of the insurer and the relationship between the TPA, the policyholder, and insurer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
----------	---	------------------------------	-----------------------------

9	General contract requirements: AS 21.27.650			
----------	--	--	--	--

Does the contract:	Yes:	No:	Location in Contract:
Establish the responsibilities of each party for a particular function and the division of responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	
Cover termination of the contract for cause upon written notice, sent by certified mail, and the right to suspend the underwriting authority during any dispute for cause of termination.	<input type="checkbox"/>	<input type="checkbox"/>	
Document remission of all money due, detailing transactions at least monthly.	<input type="checkbox"/>	<input type="checkbox"/>	
Comply with all applicable fiduciary account statutes and regulations.	<input type="checkbox"/>	<input type="checkbox"/>	
Require use of the fiduciary account for all payments on behalf of the insurer.	<input type="checkbox"/>	<input type="checkbox"/>	
Limit retaining estimated claim payments and allocated loss adjustment expenses.	<input type="checkbox"/>	<input type="checkbox"/>	

	Establish maintenance of separate records for the insurer, and the insurer having the right to audit and copy all accounts and records related to the insurer's business.	<input type="checkbox"/>	<input type="checkbox"/>	
	State that the contract may not be assigned in whole or in part.	<input type="checkbox"/>	<input type="checkbox"/>	

10 If the Third-Party Administrator has **underwriting authority**, complete all questions in number 10. If not, proceed to question 11.

	Does the contract specify the TPA's:	Yes:	No:	Location in Contract:
	Maximum annual and premium volume.	<input type="checkbox"/>	<input type="checkbox"/>	
	The rating system and basis of the rates to be changed.	<input type="checkbox"/>	<input type="checkbox"/>	
	The types of risks that may be written.	<input type="checkbox"/>	<input type="checkbox"/>	
	The maximum limits of liability.	<input type="checkbox"/>	<input type="checkbox"/>	
	Applicable exclusions.	<input type="checkbox"/>	<input type="checkbox"/>	
	Territorial limitations.	<input type="checkbox"/>	<input type="checkbox"/>	
	Policy cancellation provisions.	<input type="checkbox"/>	<input type="checkbox"/>	
	The maximum policy term.	<input type="checkbox"/>	<input type="checkbox"/>	
	That the insurer shall have the right to cancel or not renew a policy of insurance subject to applicable state law.	<input type="checkbox"/>	<input type="checkbox"/>	

11 If the contract has a provision for **sharing interim profits**, complete all of question 12. If not, proceed to question number 12.

	Does the contract specify:	Yes:	No:	Location in contract:
	Does the Third-Party Administrator have authority to determine the amount of the interim profits by establishing loss reserves, controlling claims payments, or any other manner.	<input type="checkbox"/>	<input type="checkbox"/>	

12 If the Third-Party Administrator has authority to **settle claims** on behalf of the insurer, complete all questions in number 11. If not, proceed to question 13.

	Does the contract specify the TPA's:	Yes:	No:	Location in Contract:
	Written settlement authority which may be terminated for cause upon written notice, sent certified mail, and the right to suspend settlement authority during any dispute for cause of termination	<input type="checkbox"/>	<input type="checkbox"/>	
	Require claims to be reported to the insurer within 30 days.	<input type="checkbox"/>	<input type="checkbox"/>	
	Specify that claim files are the property of both the insurer except upon an order of liquidation of the insurer, the Third-Party Administrator shall have	<input type="checkbox"/>	<input type="checkbox"/>	

	<p>reasonable access to and the right to copy the files on a timely basis.</p> <p>Require that a copy of the claim file be sent upon insurer request or when claim exceeds an amount set by the director or the insurer, whichever is less, involves a coverage dispute, may exceed the Third-Party Administrator's claim authority, is open for more than six months, involves extra contractual allegations, or is closed by payment in excess of an amount set by the director or an amount set by the insurer, whichever is less.</p> <p>Compliance with the unfair claims settlement statutes and regulations.</p> <p>Transmission of electronic data at least monthly if electronic claims files are in existence.</p> <p>Does this contract provide for commissions, fees, or charges contingent upon savings obtained in the adjustment, settlement, and payment of losses covered by the insurer's obligations (except for performance-based compensation for providing hospital or other auditing services or compensation based on premiums or charges collected or the number of claims paid or processed)?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
13	When the services of the TPA are utilized, will the TPA provide a written notice, approved in writing by the insurer, to a covered person advising the person of the identity of the insurer and the relationship between the TPA, the policyholder, and insurer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
14	Will the Third-Party Administrator annually provide to the insurer a copy of certified financial statements prepared each year by an independent certified public accountant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
15	<p>_____</p> <p style="text-align: center;">Name</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Title</p> <p style="text-align: center;">_____</p> <p>by _____</p> <p style="text-align: right;">(INSURER SEAL OR NOTARY SEAL)</p> <p style="text-align: right;">(In lieu of corporate seal notarization is required)</p>			