HDFC ERGO General Insurance Company Limited



Policy Wording

HDFC ERGO Hospital Cash Insurance

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Preamble

HDFC ERGO General Insurance Company Ltd. will provide the insurance cover detailed in the Policy to the Insured Person up to the Sum Insured subject to the terms and conditions of this Policy. Your payment of premium and realization thereof by Us, and Your statements in the Proposal, which is incorporated into the Policy and is the basis of it.

Section A. Interpretation & Definitions

The terms defined below have the meanings ascribed to them wherever they appear in this Policy and, where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same.

1. Standard Definitions

- **Def. 1. Accident or Accidental** means a sudden, unforeseen and unexpected event caused by external, violent and visible means
- **Def. 2.** Any one Illness means continuous period of illness and includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment was taken.
- **Def. 3. Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon
- **Def. 4. AYUSH Hospital** is a healthcare facility wherein medical/surgical/para-surgical treatment procedures and interventions are carried out by AYUSH Medical Practitioner(s) comprising of any of the following:
- a. Central or State Government AYUSH Hospital; or
- b. Teaching hospital attached to AYUSH College recognized by the Central Government /Central Council of Indian Medicine/Central Council for Homeopathy; or
- c. AYUSH Hospital, standalone or co-located within-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:
- i. Having at least 5 in-patient beds;

- ii. Having qualified AYUSH Medical Practitioner in charge round the clock:
- iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.
- **Def. 5. AYUSH Day Care Centre** means and includes Community Health Centre (CHC), Primary Health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health centre which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical or surgical/para-surgical interventions or both under the supervision of registered AYUSH Medical Practitioner(s) on day care basis without in-patient services and must comply with all the following criterion:
- i. Having qualified registered AYUSH Medical Practitioner (s) in charge;
- ii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iii.Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.
- **Def. 6. Congenital Anomaly** means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position
- a) Internal Congenital Anomaly Congenital Anomaly which is not in the visible and accessible parts of the body
- b) External Congenital Anomaly- Congenital Anomaly which is in the visible and accessible parts of the body
- **Def. 7. Day care Centre** means any institution established for Day Care Treatment of Illness and / or injuries or a medical set -up with a Hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criterion as under:-
- i) has qualified nursing staff under its employment;
- ii) has qualified medical practitioner/s in charge;
- iii) has fully equipped operation theatre of its own where

surgical procedures are carried out;

iv) maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

Def. 8. Day Care Treatment/ Procedures means those medical treatment, and/or surgical procedure which is

i) undertaken under General or Local Anaesthesia in a Hospital/Day Care Centre in less than 24 hours because of technological advancement, and

ii) which would have otherwise required Hospitalization of more than 24 hours,

Treatment normally taken on an Out-patient basis is not included in the scope of this definition

Def. 9. Disclosure of information norm means the policy shall be void and all premiums paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

Def. 10. Grace Period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received

Def. 11. Hospital means any institution established for Inpatient care and day care treatment of illness and/or injuries and which has been registered as a Hospital with the local authorities under the Clinical Establishment (Registration and Regulation) Act,2010 or under the enactments specified under the Schedule of Section 56 (1) of the said Act ORcomply with all minimum criteria as under

- has at least 10 in-patient beds, in those towns having a population of less than 10,00,000 and 15 in-patient beds in all other places.
- has qualified nursing staff under its employment round the clock.
- has qualified Medical Practitioner(s) in charge round the clock,
- has a fully equipped operation theatre of its own where surgical procedures are carried out.
- maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

Def. 12. Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

Def. 13. Hospital Cash means the daily cash and period specified in the Schedule.

Def. 14. Insured Person means You and the persons named in the Schedule.

Def. 15. Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment

a) Acute Condition - Acute Condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

(b) Chronic condition - A chronic condition is defined as a disease, Illness, or Injury that has one or more of the following characteristics:

- 1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
- 2. it needs ongoing or long-term control or relief of symptoms
- 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
- 4. it continues indefinitely
- 5. it recurs or is likely to recur

Def. 16. Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

Def. 17. In-patient Care means treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.

Def. 18. Intensive Care Unit means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

2. Specific Definitions

Def. 1. Adventurous/Hazardous Sports means any sport or activity involving physical exertion and skill in which an Insured Person participates or competes for entertainment or as part of his Profession whether he / she is trained or not.

Def. 2. Age or Aged means completed years as at the Commencement Date.

Def. 3. AYUSH Treatment refers to hospitalisation treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems.

Def. 4. Bank Rate means the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due.

Def. 5. Biological attack or weapons the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement or death.

Def. 6. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid

or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement or death.

- **Def. 7. Commencement Date** means the commencement date of this Policy as specified in the Schedule.
- **Def. 8. Dependents** means only the family members listed below:
- i) Your legally married spouse as long as he/she continues to be married to You;
- ii) Your children Aged between 91 days and 21 years if they are unmarried, still financially dependent on You and have not established their own independent households;
- **Def. 9. Material Facts** means all relevant information sought by the Company in the Proposal Form and other connected documents to enable it to take informed decision in the context of underwriting the risk.

Def. 10. Maternity Expenses means

- a. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean section incurred during Hospitalization).
- b. Expenses towards lawful medical termination of pregnancy during the policy Period.
- **Def. 11. Medical Advise** means any consultation or advise from a Medical Practitioner including the issue of any prescription or follow up prescription
- **Def. 12. Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.Medical Practitioner who is sharing the same residence with the Insured person's and is a member of Insured Person's family are not considered as Medical Practitioner under the scope of this Policy.
- **Def. 13. Medically necessary Treatment** means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which
- Is required for the medical management of the Illness or injury suffered by the Insured Person;
- Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
- Must have been prescribed by a Medical Practitioner.
- Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- **Def. 14. Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication

- **Def. 15. Nuclear attack** means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/ fusion material emitting a level of radioactivity capable of causing any Illness, incapacitating disablement or death.
- **Def. 16. Portability** means, the right accorded to individual health insurance policyholders (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer.
- **Def. 17. Policy** meansYour statements in the proposal form, this policy wording (including endorsements, if any), Annexureand the Schedule (as the same may be amended from time to time).
- **Def. 18. Policy Period** means the period between the Commencement Date and the Expiry Date specified in the Schedule.
- **Def. 19. Policy Year** means a year following the Commencement Date and its subsequent annual anniversary.
- **Def. 20. Primary Insurer** means any Insurer including Us, who has issued a policy which pays for expenses incurred towards hospitalization due to sickness or accident.
- **Def. 21. Pre-existing disease** means any condition, ailment, injury or disease:
- i. That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
- ii. For which Medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement.
- **Def. 22. Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for Pre-Existing Diseases, time-bound exclusions and for all waiting periods
- **Def. 23. Sum Insured** means the sum shown in the Schedule which represents Our maximum liability for each Insured Person for any and all benefits claimed for during the Policy Period.
- **Def. 24. Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a Hospital or Day Care Centre by a medical practitioner.
- **Def. 25. Unproven/Experimental Treatment** is a treatment including drug experimental therapy, which is based on established medical practice in India, is a treatment experimental or unproven.
- **Def. 26. We/Our/Us** mean the HDFC ERGO General Insurance Co. Ltd.

Def. 27. You/Your/Policyholder means the person named in the Schedule who has concluded this Policy with Us.

Section B. Benefits

If any Insured Person suffers an Illness or Accident during the Policy Period that requires Hospitalization as an inpatient, then

- a) For hospitalization in Ward, We will pay to the Insured Person per day Sum Insured amount for each continuous and completed period of 24 hours hospitalization.
- b) For hospitalization in an intensive care unit, We will pay twice the per day Sum Insured amount for each continuous and completed period of 24 hours that the Insured Person spends in an intensive care unit, subject to a maximum of seven days for each hospitalization.

In the event of a transfer from Ward to Intensive Care Unit and vice versa, the hospitalization would be regarded as continuous and the daily benefit payable would be as per the limits stated above

It is further clarified that on the day of such shift, We would pay the benefit as stated in clause a).

Provided that Our maximum liability shall be restricted to the amount and period mentioned in the Schedule.

Note pertaining specifically to AYUSH Treatments only: This policy also includes coverage for In-patient care AYUSH treatments taken in an AYUSH Hospital

Section C. Exclusions

1. Standard Waiting Periods

All claims payable will be subject to the waiting periods specified below:

i) Pre-existing Diseases - Code - Excl01

- a) Expenses related to the treatment of a pre-existing disease (PED) and its direct complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with insurer.
- b) In case of enhancement of Sum Insured the exclusion shall apply afresh to the extent of sum of Sum Insured increase.
- c) If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations, then waiting period for the same would be reduced to the extent of prior coverage.
- d) Coverage under the Policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer.

ii) Specified Disease/Procedure waiting period - Code - Excl02

- a) Expenses related to the treatment of the listed Conditions, surgeries/treatments shall be excluded until the expiry of 24 months of continuous coverage after the date of inception of the first Policy with us. This exclusion shall not be applicable for claims arising due to an Accident.
- b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of Sum Insured increase.
- c) If any of the specified disease/procedure falls under the waiting period specified for Pre-existing diseases, then the longer of the two waiting periods shall apply.
- d) The waiting period for listed conditions shall apply even if contracted after the Policy or declared and accepted without a specific exclusion.
- e) If the Insured Person is continuously covered without any break as defined under the applicable norms on portability stipulated by IRDAI, then waiting period for the same would be reduced to the extent of prior coverage.
- a) Illnesses: arthritis if non infective; calculus diseases of gall bladder including cholecystitis and urogenital system, e.g. Kidneystone, Urinary Bladder Stone; Pancreatitis, Ulcer and erosion of stomach and duodenum;Gastro Esophageal Reflux Disorder (GERD); All forms of Cirrhosis (Pls note: all forms of cirrhosis due to alcohol will be excluded); Perineal Abscesses; Perianal Abscesses; cataract; fissure/fistula in anus, hemorrhoids, pilonidal sinus; gout and rheumatism; internal tumors, cysts, nodules, polyps including breast lumps (each of any kind unless malignant); osteoarthritis and osteoporosis; polycystic ovarian diseases; sinusitis; Rhinitis; Tonsillitisand skin tumors unless malignant; Benign Hyperplasia of Prostate.
- b) Treatments: adenoidectomy, mastoidectomy, tonsillectomy and tympanoplasty, dilatation and curettage (D&C); joint replacement; myomectomy for fibroids; surgery of genito urinary system unless necessitated by malignancy; Surgery on prostate; cholecystectomy; surgery of hernia; surgery of hydrocele/Rectocele; surgery for prolapsed inter vertebral disk; surgery of varicose veins and varicose ulcers.
- iii) 30-day waiting period Code Excl03
- a) Expenses related to the treatment of any illness within 30 days from the first Policy commencement date shall be excluded except claims arising due to an Accident, provided the same are covered.
- b) This exclusion shall not, however, apply if the Insured Person has continuous coverage for more than twelve months.
- c) The within referred waiting period is made applicable to the enhanced Sum Insured in the event of granting higher Sum Insured subsequently.

2. Standard General Exclusions

We will not make any payment for any claim in respect of any Insured Person caused by, arising from or attributable to any of the following unless expressly stated to the contrary in this Policy:

i. Investigation & Evaluation: Code Excl04

- a. Expenses related to any admission primarily for diagnostic and evaluation purposes only are excluded.
- Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.
- ii. Rest Cure, rehabilitation and respite care Code Excl05: Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:
- a. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
- b. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.
- iii. Obesity/Weight control: Code Excl06: Expenses related to the surgical treatment of obesity that does not fulfil all the below conditions:
- a. Surgery to be conducted is upon the advice of the doctor
- b. The surgery/procedure conducted should be supported by clinical protocols
- c. The member has to be 18 years of age or older and
- d. Body Mass Index (BMI)
- i. Greater than or equal to 40 or,
- ii. Greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
- 1. Obesity related cardiomyopathy
- 2. coronary heart disease
- 3. severe sleep apnoea
- 4. uncontrolled type2 diabetes
- iv. Change-of-Gender treatments Code Excl07: Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite sex.
- v. Cosmetic or plastic surgery: Code Excl08: Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of Medically Necessary Treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.
- vi. Hazardous or Adventure Sports: Code Excl09 Expenses related to any treatment necessitated due to participation as a professional in Hazardous or Adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing

or scuba diving, hand gliding, sky diving, deep sea diving.

- vii. Breach of Law: Code Excl10 Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.
- viii. Excluded Providers Code Excl11 Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website/notified to the policyholders are not admissible. However, in case of life threatening situations or following an Accident, expenses up to the stage of stabilization are payable but not the complete claim
- ix. Treatment for Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. Code – Excl12
- x. Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. Code – Excl13
- xi. Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a Medical Practitioner as part of Hospitalization claim or day care procedure.Code Excl14
- xii. Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptres.Code Excl15
- xiii. Unproven Treatments Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.Code Exc116
- **xiv.** Sterility and Infertility Code Excl17 -Expenses related to sterility and infertility. This includes:
- a. Any type of contraception, sterilization
- b. Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
- c. Gestational Surrogacy
- d. Reversal of sterilization

xv. Maternity:Code - Excl18

- a. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;
- b. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the Policy period.

3. Specific Exclusions

- i. War or any act of war, invasion, act of foreign enemy, (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, Nuclear, Chemical or Biological attack or weapons, radiation of any kind.
- ii. Any Insured Person committing or attempting to commit intentional self-injury or attempted suicide or suicide while mentally sound or unsound.
- iii. Any Insured Person's participation or involvement in naval, military or air force operation.
- iv. Investigative treatment for Sleep-apnoea, General debility or exhaustion ("run-down condition").
- v. Congenital external diseases, defects or anomalies,
- vi. Stem cell harvesting
- vii. Investigative treatments for analysis and adjustments of spinal sub luxation, diagnosis and treatment by manipulation of the skeletal structure or for muscle stimulation by any means except treatment of fractures (excluding hairline fractures) and dislocations of the mandible and extremities). viii. Circumcisions (unless necessitated by Illness or Injury and forming part of treatment).
- ix. Any Convalescence, ,sanatorium treatment, private duty nursing or long-term nursing care.
- x. Nutritional and electrolyte supplements, unless certified to be required by the attending Medical Practitioner as a direct consequence of an otherwise covered claim.
- xi. Vaccination including inoculation and immunisations (Except post Animal bite treatment),
- xii. Non-Medical expenses such as Food charges (other than patient's diet provided by hospital), laundry charges, attendant charges, ambulance collar, ambulance equipment, baby food, baby utility charges and other such items. Full list of Non-Medical expenses is attached and also available at www.hdfcergo.com.
- xiii. Treatment taken on Outpatient basis
- xiv. The provision or fitting of hearing aids, spectacles or contact lenses.
- xv. Any treatment and associated expenses for alopecia, baldness including corticosteroids and topical immunotherapy wigs, toupees, hair pieces, any non-surgical hair replacement methods, Optometric therapy.
- xvi. Any treatment or part of a treatment that is not of a Reasonable and Customary charge, not Medically Necessary; treatments or drugs not supported by a prescription.

xvii. Expenses for Artificial limbs and/or device used for diagnosis or treatment (except when used intra-operatively). prosthesis, corrective devices external durable medical equipment of any kind, wheelchairs, crutches, and oxygen concentrator for bronchial asthma/ COPD conditions, cost of cochlear implant(s) unless necessitated by an Accident. Exhaustive list of Non-Medical expenses attached and also available on www.hdfcergo.com

xviii. Any Claim arising due to Non-disclosure of Pre-existing Illness or Material fact as sought to be declared on the Proposal form.

Section D. General Conditions

1. Standard General Condition

a. Conditions precedent:

The terms and conditions of the Policy must be fulfilled by the Insured Person for the Company to make any payment for claim(s) arising under the Policy.

b. Claim Settlement (Provision for Penal Interest

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the Policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the Bank Rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the Policyholder at a rate 2% above the Bank Rate from the date of receipt of last necessary document to the date of payment of claim.
- v. This Policy covers medical treatment taken within India only and Payments under this Policy shall only be made in Indian Rupees within India.
- vi. We are not obliged to make payment for any claim or that part of any claim that could have been avoided or reduced if the Insured Person could reasonably have minimised the costs incurred, or that is brought about or contributed by the Insured Person failing to follow the directions, advice or quidance provided by a Medical Practitioner.

c.Fraud

If any claim made by the Insured Person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this Policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who have made that particular

claim, who shall be jointly and severally liable for such repayment to the Insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent or the hospital/doctor/any other party acting on behalf of the Insured Person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy: a) the suggestion, as a fact of that which is not true and which the Insured Person does not believe to be true;

b) the active concealment of a fact by the Insured Person having knowledge or belief of the fact;

- c) any other act fitted to deceive; and
- d) any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the Policy benefits on the ground of Fraud, if the Insured Person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the Insurer.

d. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.

- i. The Company shall endeavour to give notice for Renewal. However, the Company is not under obligation to give any notice for Renewal.
- ii. Renewal shall not be denied on the ground that the Insured Person had made a claim or claims in the preceding policy
- iii. Request for Renewal along with requisite premium shall be received by the Company before the end of the policy period. iv. At the end of the policy period, the Policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without Break in Policy. Coverage is not available during the Grace Period.
- v. No loading shall apply on renewals based on individual claims experience.

e. Dispute Resolution Clause

Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law.

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing jointly by the Insured and the Company or if they cannot agree upon a single arbitrator to be appointed within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by the Insured and the Companyrespectively and the third arbitrator to be appointed by the two arbitrators, which arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if company has disputed liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrators of the amount of the loss or damage shall be first obtained.

f. Cancellation

The Policyholder may cancel this policy by giving 15days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.

Length of time Policy in force	Refund of premium
Upto 1 Month	75.00%
Upto 3 Months	50.00%
Upto 6 Months	25.00%
Exceeding 6 Months	Nil

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the insured person under the policy.

ii. The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the insured person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

The Policy shall automatically terminate:

- i) In case of Your demise. However, the other Insured Persons may apply to continue the Policy within 15 days of Yourdeath provided that they have identified a new adult policyholder who is a member of Your immediate family. All relevant particulars in respect of such person (including their relationship to you) must be given to Usalong with the application. If We accept such application, then the Policy shall be treated as having been renewed without any break in cover.
- ii) In relation to an Insured Person, if that Insured Person dies or no longer resides in India.

g. Free Look Period

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the Policy.

The Insured Person shall be allowed free look period of fifteen days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

If the Insured has not made any claim during the Free Look

Period, the insured shall be entitled to

i. a refund of the premium paid less any expenses incurred by the Company on medical examination of the Insured Person and the stamp duty charges or

ii. where the risk has already commenced and the option of return of the Policy is exercised by the Insured Person, a deduction towards the proportionate risk premium for period of cover or

iii. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

h. Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.

i. Complete Discharge

Any payment to the Policyholder, Insured Person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the Policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

j. Moratorium Period

After completion of eight continuous years under the policy, no look back to be applied. This period of eight years is called as Moratorium Period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of 8 continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, copayments, deductibles as per the policy contract

k. Portability

The Insured Person will have the option to port the Policy to other insurers by applying to such Insurer to port the entire policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to Portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed Insured Person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

For Detailed Guidelines on Portability, kindly refer the link https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines_Layout.aspx?page=PageNo3987

I. Possibility of Revision of terms of the Policy including the Premium Rates

The Company, with prior approval of IRDAI, may revise or modify the terms of the Policy including the premium rates. The Insured Person shall be notified three months before the changes are effected.

m. Withdrawal of Policy

i. In the likelihood of this product being withdrawn in future, the Company will intimate the Insured Person about the same 90 days prior to expiry of the policy.

ii. Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as Cumulative Bonus, waiver of waiting period as per IRDAI guidelines, provided the policy has been maintained without a break.

n. Nomination:

The Policyholder is required at the inception of the Policy to make a nomination for the purpose of payment of claims under the Policy in the event of death of the Policyholder. Any change of nomination shall be communicated to the Company in writing and such change shall be effective only when an endorsement on the Policy is made. In the event of death of the Policyholder, the Company will pay the nominee (as named in the Policy Schedule/Policy Certificate/Endorsement (if any)) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the Policyholder whose discharge shall be treated as full and final discharge of its liability under the Policy.

o. Grievance Redressal Procedure

In case of any grievance the insured person may contact the company through:

Website: www.hdfcergo.com

Toll free: 022 6234 6234 / 0120 6234 6234

Contact Details for Senior Citizen: 022 - 6242 - 6226 |

seniorcitizen@hdfcergo.com

E-mail: grievance@hdfcergo.com

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If Insured person is not satisfied with the redressal of grievance through one of the above methods, Insured Person may contact the grievance officer at cgo@hdfcergo.com

For updated details of grievance officer, kindly refer the link: https://www.hdfcergo.com/customer-voice/grievances

Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contact us at	https://www.hdfcergo.com/ customer-care/grievances Call: 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/ customer-care/grievances/ escalation level 1 Call: 022 6234 6234 / 0120 6234 6234	https://www.hdfcergo.com/ customer-care/grievances/ escalation level 2 Call: 022 6234 6234 / 0120 6234 6234
Contact details for Senior Citizen	https://www.hdfcergo.com/ customer-care/grievances Call: 022 - 6242 - 6226 Email - seniorcitizen@hdfcergo. com	https://www.hdfcergo.com/ customer-care/grievances Call: 022 - 6242 - 6226 Email - seniorcitizen@hdfcergo. com	https://www.hdfcergo.com/ customer-care/grievances Call: 022 - 6242 - 6226 Email - seniorcitizen@ hdfcergo.com
Write to us at	care@hdfcergo.com	grievance@hdfcergo.com	cgo@hdfcergo.com
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd 6ht Floor, Leela Business Park, AndheriKurla Road, Andheri, Mumbai - 400059	The Compliance Officer, Registered & Corporate Office: HDFC House, 1st Floor, 165- 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai - 400020

i. If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

ii. Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://bimabharosa.irdai.gov.in

2. Specific General Conditions

a. Insured Person

Only those persons named as an Insured Person in the Schedule shall be covered under this Policy. Any person may be added during the Policy Period after hisapplication has been accepted by Us, additional premium has been paid and realised by Us and We have issued an endorsement confirming the addition of such person as an Insured Person.

If an Insured Person dies, he will cease to be an Insured Person upon Us receiving all relevant particulars in this regard. We will return a rateable part of the premium received for such person IF AND ONLY IF there are no claims in respect of that Insured Person under the Policy.

Any Insured Person in the policy has the option to migrate to similar health insurance policy available with us at the time of renewal subject to underwriting with all the accrued continuity benefits such as waiver of waiting period etc. provided the policy has been maintained without a break as per portability guidelines issued by IRDA.

b. Notification of Claim

If any treatment for which a claim may be made is to be taken then:

i) If the treatment requires Hospitalization, We must be informed immediately and in any event not later than 7 days of the date of admission.

ii) If the above condition is not fulfilled on the grounds that the claim was intimated to the Primary Insurer covering the hospitalization expenses, then We may accept a written confirmation of such intimationfrom the Primary Insurer.

c. Supporting Documentation & Examination

The Insured Person shall provide Us with any documentation and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 45 days of Our request or the Insured Person's discharge from Hospital or completion of treatment. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the Insured. Such documentation will include but is not limited to the following in English:

- i) Our claim form duly completed and signed byYou or on behalf of the Insured Person.
- ii) All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries. We will accept copies of the documents, verified and attested by the Hospital.
- ii) A precise diagnosis of the treatment for which a claim is made.

The Insured Person additionally hereby consents to:

- iv) The disclosure to Us of documentation and information that may be held by medical professionals and other insurers.
- v) Being examined by any Medical Practitioner We authorise for this purpose when and so often as We may reasonably require at Our cost.

d. Change of Policyholder

The Policyholder may be changed only at the time of renewal. The new Policyholder must be a member of the

Insured's person immediate family. Such changes would be subject to Our acceptance and payment of premium (if any). The renewed Policy shall be treated as having been renewed without any break in cover.

The Policyholder may be changed in case of his demise or him moving out of India during the Policy Period.

e. Notices

Any notice, direction or instruction under this Policy shall be in writing and if it is to:

- i) Any Insured Person, then it shall be sent to Youat Your address specified in the Schedule and You shall act for all Insured Persons for these purposes.
- ii) Us, it shall be delivered to Our address specified in the Schedule. No insurance agents, brokers or other person or entity is authorised to receive any notice, direction or instruction on Our behalf unless We have expressly stated to the contrary in writing. Proof of delivery of such notices shall be retained by the Insured and furnished to Us as and when demanded.

f. Alterations to the Policy

This Policy constitutes the complete contract of insurance. This Policy can be changed or varied at Your request provided the request is acceptable to Us, and by Us in consultation and agreement with You. The changein Policy will be evidenced by a written endorsement signed and stamped by Us.

Section E. Other Terms & Conditions

Claim Procedure

For any claim related query, intimation of claim and submission of claim related documents,
You can Contact us on

	With in India	Outside India
	Toll Free: 022 6234 6234 / 0120 6234 6234	Toll Free No: 800 08250825
Claim Intimation:	Email: healthclaims@hdfcergo.com	Global Toll Free No: +800 08250825 (accessible from locations outside India only)
		Landline no (Chargeable): 0120-4507250
		Email: healthclaims@hdfcergo.com
Claim document	HDFC ERGO General Insurance Co. Ltd.	HDFC ERGO General Insurance Co Ltd
submission at address	Stellar IT Park, Tower-1, 5th Floor, C - 25, Sector 62,	6th Floor, Leela Business Park, AndheriKurla Road, Andheri East, Mumbai-400059,
at address	Noida – 0120 398 8360	Ph-022 66383600

List of Ombudsman

ist of Ombudsman			
NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES			
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)		
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.		
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.		
BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office,Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.		
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.		
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	States of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.		
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).		
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 Districts of Haryana viz. Gurugram, Faridabad, Sonepat and Bahudurgarh.		
GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.		

NAMES OF OMBUDSMAN AND ADI	DRESSES OF OMBUDSMAN CENTRES
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam - a part of Unio Territory of Puducherry.
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – Il Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands.
LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etal Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnaga Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanaga Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashgan Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES		
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)	
PUNE - Shri Vinay Sah Office of the Insurance Ombudsman,		
Jeevan Darshan Bidg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth,	Maharashtra, Area of Navi Mumbai and Thane	
Pune – 411 030. Tel.: 020-41312555	excluding Mumbai Metropolitan Region.	
Email: bimalokpal.pune@cioins.co.in		

Annexure I - List of Non-Medical Expenses

SR.NO	ITEM	SR.NO	ITEM
1	BABY FOOD	35	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)
2	BABY UTILITIES CHARGES	36	SPACER
3	BEAUTY SERVICES	37	SPIROMETRE
4	BELTS/ BRACES	38	NEBULIZER KIT
5	BUDS	39	STEAM INHALER
6	COLD PACK/HOT PACK	40	ARMSLING
7	CARRY BAGS	41	THERMOMETER
8	EMAIL / INTERNET CHARGES	42	CERVICAL COLLAR
9	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)	43	SPLINT
10	LEGGINGS	44	DIABETIC FOOT WEAR
11	LAUNDRY CHARGES	45	KNEE BRACES (LONG/ SHORT/ HINGED)
12	MINERAL WATER	46	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
13	SANITARY PAD	47	LUMBO SACRAL BELT
14	TELEPHONE CHARGES	48	NIMBUS BED OR WATER OR AIR BED CHARGES
15	GUEST SERVICES	49	AMBULANCE COLLAR
16	CREPE BANDAGE	50	AMBULANCE EQUIPMENT
17	DIAPER OF ANY TYPE	51	ABDOMINAL BINDER
18	EYELET COLLAR	52	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES
19	SLINGS	53	SUGAR FREE TABLETS
20	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES	54	CREAMS POWDERS LOTIONS (TOILETRIES ARE NOT PAYABLE, ONLY PRESCRIBED MEDICAL PHARMACEUTICALS PAYABLE)
21	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED	55	ECG ELECTRODES
22	TELEVISION CHARGES	56	GLOVES
23	SURCHARGES	57	NEBULISATION KIT
24	ATTENDANT CHARGES	58	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, ETC]

25	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)	59	KIDNEY TRAY
26	BIRTH CERTIFICATE	60	MASK
27	CERTIFICATE CHARGES	61	OUNCE GLASS
28	COURIER CHARGES	62	OXYGEN MASK
29	CONVEYANCE CHARGES	63	PELVIC TRACTION BELT
30	MEDICAL CERTIFICATE	64	PAN CAN
31	MEDICAL RECORDS	65	TROLLY COVER
32	PHOTOCOPIES CHARGES	66	UROMETER, URINE JUG
33	MORTUARY CHARGES	67	AMBULANCE
34	WALKING AIDS CHARGES	68	VASOFIX SAFETY