



न्यायालय मुख्य आयुक्त दिव्यांगजन

COURT OF THE CHIEF COMMISSIONER FOR PERSONS WITH DISABILITIES (DIVYANGJAN)

दिव्यांगजन सशक्तिकरण विभाग/Department of Empowerment of Persons with Disabilities (Divyangjan)

सामाजिक न्याय और अधिकारिता मंत्रालय/Ministry of Social Justice & Empowerment

भारत सरकार/Government of India

5वाँ तल, एन.आई.एस.डी. भवन, जी-2, सेक्टर-10, द्वारका, नई दिल्ली-110075; दूरभाष : (011) 20892364

5th Floor, N.I.S.D. Bhawan, G-2, Sector-10, Dwarka, New Delhi-110075; Tel.: (011) 20892364

Email: ccpd@nic.in; Website: www.ccdisabilities.nic.in

Case No. CCPD/14739/1092/2023

In the matter of —

Smt. Deepa V.

... Complainant

Versus

The Chairman,

Insurance and Regulatory Development Authority of India (IRDAI)

... Respondent No.1

General Manager,

HDFC Ergo General Insurance Co. Ltd.

...Respondent No. 2

RECORD OF PROCEEDINGS

1. Hearing:

1.1 A hearing in hybrid mode (online/offline) was conducted on **09.04.2025**. The following parties/representatives were present during the hearing:

S. No.	Name and designation of the Attendees	On Behalf of	Mode of Attendance
1.	Ms Deepa V	Complainant	Online
2.	Advocate Akeel Ahmed Usmani	Counsel for Complainant	Offline
3.	Mr Suresh Tilokani, Senior Vice President, Corporate Legal, HDFC ERGO	Respondent no. 2	Online
4.	Asim Rasheed, Vice President, Underwriting Department, HDFC ERGO	Respondent no. 2	Online

2. Record of Proceedings:

2.1 The Complainant stated that she suffers from a locomotor disability post Polio. In 2021, she applied for a term insurance policy for a coverage of ₹1,00,00,000 with HDFC Life for a premium of Rs. 16,000. Following a medical examination, Respondent No. 2 increased the premium to ₹22,000, offering an option to continue with the original premium, but for the revised coverage of ₹65,00,000. The Complainant referred to the Respondent's written statement which claimed the insurance products were approved by the Respondent No. 1 (IRDAI). She submitted that, under the 2022 Guidelines, insurers are not permitted to charge additional premiums solely on the basis of disability. She contended that IRDAI's the guidelines are not discriminatory, but private insurers have been charging higher premiums to persons with disabilities, which is discriminatory.

2.2 Respondent No. 2 submitted that the insurance product are duly approved by IRDAI in compliance with the Rights of Persons with Disabilities Act, 2016, the Mental Healthcare Act, 2017, and other relevant laws. They further stated that since January 2024, they had made multiple efforts to contact the Complainant and had shared the premium payment link. Respondent No. 2 denied that any discrimination occurred and submitted that the issue has been rectified.

2.3 The Court inquired about the reduced coverage and premium difference. The Respondent clarified that the term insurance issue pertained to HDFC Life (a separate entity), and that the Complainant was offered ₹5,00,000 health insurance coverage at a ₹22,000 premium. They denied charging higher premiums solely based on disability, stating that variations may occur due to other medical conditions and that standard rates are applied uniformly.

2.4 The Court inquired whether the product offered to the Complainant differed from that offered to non-disabled persons. Respondent No. 2 stated that each product is specifically approved by IRDAI and has separate underwriting guidelines. The Court sought details of the product offered to the Complainant and the premium charged. The Respondent submitted that the product was "EquiCover Health," offering ₹5,00,000 coverage for ₹22,000 per annum.

2.5 The Complainant stated that initially, she was informed that the ERGO Health Plan costs ₹8,000, but after disclosing her 60% locomotor disability, she was told it was unavailable to those with over 50% disability. The

Respondents offered the HDFC Equi-Health plan at ₹22,000, without any health check-up. Respondent No. 2 informed that insurers can create underwriting guidelines and that IRDAI had approved a specific product for persons with disabilities i.e. EquiCover Health, as many insurers do not offer such policies.

2.6 The Court recommended impleading **HDFC Life** in this matter. It also expressed its concerns for the non-appearance of the Respondent No. 1. The respondents may note that in case of further non-appearance, this Court may be constrained to take such necessary action under section 77 of the Act read with Rule 38 (5) of the RPwD Rules, 2017, as it deems fit for summoning and enforcing the attendance of the opposite party including imposition of penalty as mentioned in sections 89 and 93 of the Act.

2.7 The Respondents (including the HDFC Life) are recommended to submit their versions in writing on the issues raised by the Complainant and observations made by this Court during the hearing within two weeks.

3. This is issued with the approval of the Commissioner for Persons with Disabilities.

(P.P Ambashta)
Dy. Chief Commissioner