

# TELECOM CONSUMER CHARTER 2019

**TATA TELESERVICES LIMITED & TATA TELESERVICES  
(MAHARASHTRA) LIMITED**



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## 1. Preamble

The Telecom Consumers Charter is published in compliance with TRAI's Telecom Consumers Protection Regulation, 2012.

The purpose of this Charter is to transparently share our values and the standards that have been set to guide us in efficient and effective service delivery and further enhance customer satisfaction. The Charter serves as a ready reckoner to recognize and uphold consumer rights, provide continuous improvement of our quality standards in order to simplify, strengthen and ensure more transparency with customers, working constantly to improve quality with respect to customer expectations and requirements in accordance with the Regulations, Directions and Orders issued by the Telecom Regulatory Authority of India (TRAI) from time to time.

## 2. Name & Address at Tata Teleservices Limited offices

**Andhra Pradesh:** Tata Teleservices Limited, Gyan Peeth, Hardware Park, Plot No: 1 to 5, (Survey No: 1/1), Imarath Kanchara, Raviryal Village, Maheshwaram Mandalam, Ranga Reddy Dist, Hyderabad, Telangana - 500005

**Bihar & Jharkhand:** Tata Teleservices, 4th Floor, Voltas House, Opp Ginger Hotel, Main Road, Bistupur, Jamshedpur, Jharkhand-831001

**Delhi:** Tata Teleservices Limited, 2A, Old Ishwar Nagar, Main Mathura Road, New Delhi - 110065

**Gujarat:** Tata Teleservices Limited, Westgate - 3rd & 4th Floor, Near YMCA Club, S.G. Highway, Ahmedabad - 380015

**Haryana:** Tata Teleservices Limited, C-125, Phase 8, Industrial Focal Point, Mohali - 160071

**Himachal Pradesh:** Tata Teleservices Limited, C-125, Phase 8, Industrial Focal Point, Mohali - 160071

**Karnataka:** Tata Teleservices Limited, A Block, 2nd Floor, Silicon Terrace, No. 30/1, Koramangala, Hosur Main Road, Bangalore - 560095

**Kerala:** Tata Teleservices Limited, 5th Floor, SL Plaza, Palarivattom, Kochi - 682025

**Kolkata:** Tata Teleservices Limited, P. S. Srijan Tech Park, DN-52, Sector - 5, 15th Floor, Salt Lake, Kolkata - 700091

**Madhya Pradesh:** Tata Teleservices Limited, Plot No -1,2,3 Kwality Globus, Permali Wallace Compound, Opp. R.B.I, Hoshangabad Road, Bhopal - 462011

**Maharashtra:** Tata Teleservices (Maharashtra) Limited, Al-Aqmar Building, 5- Ganeshkhind Road, ShivajiNagar Pune-411005

**Mumbai:** Tata Teleservices (Maharashtra) Limited, D-26, TTC Industrial Area, MIDC Sanpada, Thane Belapur Road, P.O Turbhe, Navi Mumbai - 400703

**Orissa:** Tata Teleservices Limited, Fortune Towers, 3rd Floor, Module B & C, Chandrasekharpur, Bhubaneswar - 751023

**Punjab:** Tata Teleservices Limited, C-125, Phase 8, Industrial Focal Point, Mohali - 160071

**Rajasthan:** Tata Teleservices Limited, Guman 1, Near Amrapali Circle, Vaishali Nagar, Jaipur - 302021

**West Bengal:** Tata Teleservices Limited, P. S. Srijan Tech Park, DN-52, Sector - 5, 15th Floor, Salt Lake, Kolkata - 700091

**Tamil Nadu (including Chennai):** Tata Teleservices Limited, No. 283 & 284, 6th & 13th Floor, Prince Info City – II, Rajiv Gandhi Salai, Kandhanchavadi, Chennai - 600096

**Uttar Pradesh East:** Tata Teleservices Limited, Prem Plaza, 2, R F Bahadurji Marg, Behind Shakti Bhawan, Lucknow - 226001

**Uttar Pradesh West:** Tata Teleservices Limited, 501, Mangal Pandey Nagar, Main University Road, Meerut - 250001

### 3. Services offered

Presently Tata Teleservices Limited and Tata Teleservices (Maharashtra) Limited offer cellular GSM/CDMA mobile service under the brand “Tata Docomo” or “Tata Indicom” wherever applicable and fixed wireless service under the brand “Tata Docomo Walky” under unified access service license. In addition to the above, wireline voice, wireline data and internet access services and enterprises services are also offered.

Various other services such as voice, SMS, data and other Value Added Services are also offered to subscribers of the above categories.

### 4. Details of service areas where services are offered

Our services are available in the following service areas:

| Service Area                   | CDMA Services | GSM Services |
|--------------------------------|---------------|--------------|
| Andhra Pradesh                 | No            | Yes          |
| Bihar                          | No            | Yes          |
| Delhi                          | No            | No           |
| Gujarat                        | No            | Yes          |
| Haryana                        | No            | Yes          |
| Himachal Pradesh               | No            | Yes          |
| Karnataka                      | No            | Yes          |
| Kerala                         | No            | Yes          |
| Kolkata                        | No            | Yes          |
| Madhya Pradesh                 | No            | Yes          |
| Mumbai                         | No            | Yes          |
| Maharashtra                    | No            | Yes          |
| Orissa                         | No            | Yes          |
| Punjab                         | No            | Yes          |
| Rajasthan                      | No            | Yes          |
| West Bengal                    | No            | Yes          |
| Tamil Nadu (including Chennai) | No            | Yes          |
| Uttar Pradesh East             | No            | Yes          |
| Uttar Pradesh West             | No            | Yes          |

For further details, please log on to [www.tatadocomo.com](http://www.tatadocomo.com)

## **5. Terms & Conditions for Prepaid & Postpaid Mobile Services**

### **Terms and Conditions**

#### **i. DEFINITIONS**

- a) "Appellate Authority" means one or more persons appointed as appellate authority under TRAI Regulations, 3 of 2007.
- b) "Charges" or "Tariff" shall include all fees, call charges/ tariffs, deposits, rentals and interconnection costs and includes any other incidental charges relating thereto chargeable by TTL from time to time for providing the customer with the service/s and shall include all government levies (present and future).
- c) "Customer" shall mean the individual or entity or person who or which has applied for provision of the service/s vide the accompanying CAF.
- d) "Designated Service Provider" shall mean any individual or legal entity designated by TTL to provide the service/s (or any of them) or to discharge TTL's obligations hereunder or to exercise TTL's rights hereunder and shall include the successor/s and permitted assign/s of such individual or legal entity to the extent permitted under License.
- e) "DoT" means Department of Telecommunications, Ministry of Communications, Government of India and includes its successors-in-interest.
- f) "Equipment" shall include any phone instrument, subscriber terminal, Network Interface Unit (NIU) and any attachments/accessories thereto (or any of them), necessary for connecting to the network in order to avail the service/s.
- g) "Government" shall mean The Government of India and/or a State Government, any Local Authority, Cantonment Board, Telecom Regulatory Authority of India, Courts of Law or other judicial/quasi-judicial forums, as the case may be, and shall include their successors-in-interest.
- h) "License" shall mean the license granted by DoT to install and operate the service/s (or any of them).
- i) "Network" shall mean the communications network and other equipment/ software used by TTL to provide the service/s and shall include telephone exchanges, base stations, microwave and land-line links.
- j) "Other service/s" means any service/s which are additional to the service/s including but not limited to content and data service/s, billing and collection.
- k) "Service/s" shall mean the telecommunications service/s and other Value Added Service/s made available by TTL through its network, including voice communication service/s, SMS and any other service/s.
- l) "Service Area" shall mean the geographical area within which TTL is licensed to offer the Service/s under the License.
- m) "TTL" shall mean TTSL and TTML and Designated Service Providers jointly and severally (depending upon the context in which it is used) and shall be deemed to include successors-in-interest and assigns of TTSL and/or TTML and/or Designated Service Providers.
- n) "TRAI" means Telecom Regulatory Authority of India established under the Telecom Regulatory Authority of India Act, 1997.
- o) "TTO" means Telecommunication Tariff Order, 1999 as amended from time to time notified & published in the official Gazette of India by TRAI.

## **ii. PROVISION OF SERVICE/S**

TTL will make best efforts to provide to the customer, the service/s within the Service Area subject to

- a) These Terms & Conditions,
- b) Provisions of the License,
- c) Any directions or orders or regulations issued by DoT, TRAI, Government, Courts Judicial Forums and other Statutory Authorities from time to time, and
- d) Any policies and/or rules/regulations adopted by TTL from time to time with regard to operation and maintenance of the network and provision of the service/s. TTL reserves the right to accept or reject, at its discretion, the customer's application for provision of service/s made vide the accompanying CAF. TTL shall orally communicate to the customer, acceptance of the said application.

## **iii. SERVICE CONDITIONS**

- a) The availability, accuracy and quality of the service/s may be affected by factors outside TTL's control including but not limited to physical obstructions, availability or performance of network, geographic conditions, topographic layout, weather conditions and other causes of radio interference, non-availability of power or faults or modifications in other communication networks to which the network is connected, non-receipt or delay in receipt of suitable right of way and damage or modifications to equipment.
- b) The service/s may be suspended in whole or in part at any time, without notice, if the network fails or requires modification or maintenance. TTL will make all reasonable efforts to minimize the frequency and duration of such events.
- c) The allotment of the phone number will be made, and can be changed from time to time, by TTL at its sole discretion. Customer shall have no proprietary right or other interest in the number allotted to the customer.
- d) TTL will not be liable to provide the same number in case of loss of the equipment.
- e) TTL has the sole right and discretion to revise the charges at any time on reasonable notice to the customer/delivered in such manner as TTL deems fit.
- f) TTL reserves the right to apply a credit limit and specify other conditions for charges incurred by the customer and to demand interim or advance payment or deposits/additional deposits, and to Suspend or disconnect access to the service/s if such limits are exceeded or such conditions are violated.
- g) TTL reserves the right to vary the bill cycle for the charges from time to time. (Condition not applicable for prepaid services).
- h) TTL has the right to check the credentials of the customer including the customer's financial standing and to avail the services of any person or agency for such purposes. Obligation of TTL to provide the service/s (or any of them) shall always be subject to verification of the customer's credentials and documents and if at any time, any information and/or documents furnished by the customer is/are found incorrect or incomplete or suspicious, TTL shall be entitled to suspend/terminate the service/s forthwith without any notice.
- i) TTL reserves the right to initiate appropriate legal proceedings in case of breach of any of these Terms and Conditions by the customer (including non-payment of charges and dishonour of payment instruments furnished by the customer against his dues).

- j) Any waiver, concession or extra time allowed or granted by TTL to the customer is limited to the specific circumstance in which it was given and the same shall not affect TTL's rights under these Terms and Conditions.
- k) TTL may, without any notice, refuse, curtail, modify, suspend, disconnect or terminate the service/s in whole or in part at any time, if so directed by any statutory authority or judicial forum, without assigning any reason whatsoever.
- l) To the extent permitted under license, TTL shall be entitled to designate a third party for discharging TTL's obligations (or any of them) and/or for exercising TTL's rights (or any of them) arising pursuant to these Terms and Conditions. TTL shall also be entitled to assign its rights and/or obligations hereunder (or any of them) to a third party at any time without being liable to obtain any consent from or to give any notice to the customer.
- m) TTL reserves the right to amend these Terms and Conditions (or any of them) and/or to separately specify additional conditions from time to time at its sole discretion without providing any notice to the customer.
- n) Any and all information (including that pertaining to the customer or his business) provided by the customer to TTL or gathered by TTL independently of the customer may be disclosed by TTL to any statutory authority or any other entity/individual whether or not TTL provides the service/s to the customer.
- o) TTL shall be entitled to adjust/set-off deposits/payments made by the customer against any charges outstanding towards TTL. Similarly, TTL shall be entitled to adjust/set-off any amounts payable/refundable by TTL to the customer against any amounts which, in the opinion of TTL, are payable by the customer to TTL for the services or on any other account whatsoever. Such adjustments/set-offs may be made by way of deductions and/or forfeiture of any deposits/additional deposits/advances and/or any other manner as TTL may, at its sole and absolute discretion, deem fit.
- p) TTL has signed/is required to sign reciprocal agreements with MTNL/BSNL and/or other telecom service providers according to which TTL would not provide new connection to any person who is in arrears with any other service provider and whose line has been suspended by such other service provider. If such person is already a customer of TTL, TTL upon request by such other service provider, would be required to terminate provision of service/s to such customer even though such customer has been paying TTL's charges regularly and has been otherwise in compliance with the provisions of these Terms and Conditions. TTL however, will not be liable for any costs, damages or losses in case of termination/deactivation of service/s as aforesaid.
- q) The customer is granted a personal non-transferable license to use the software loaded on the equipment used/to be used for availing the service/s. The license shall be royalty free unless otherwise specified by TTL and shall be revocable at TTL's sole discretion in case, in the judgment or opinion of TTL, the customer attempts to or actually does modify, decompile, disassemble, reverse engineer, erase, decode, tamper or otherwise alter the software or in case the customer commits a breach of any of these Terms and Conditions.
- r) The customer shall be entitled to use the software loaded on the equipment only for the purpose of accessing telecommunication services provided by TTL and shall not be entitled to use it for any other purpose (including accessing telecommunication services provided by third parties except as permitted by TTL).

#### **iv. OBLIGATIONS OF THE CUSTOMER**

- a) The customer shall be liable to make payments for the service/s on the following basis:
  - i. That payment would be liable to be made on or before the due date mentioned in the bill failing which interest upto 18% per annum and/or late fees shall become chargeable on all outstanding charges for the period from the due date till the date of payment. Further, the service/s (or any of them) shall be liable to be suspended/discontinued/terminated at TTL's sole discretion in such an event;
  - ii. Payments of charges may be made by cash, credit card, crossed cheque, crossed demand draft, or any other mode specified by TTL from time to time. Payments made by cheque are valid subject to realisation. TTL shall not be liable for loss of cash or payment instrument unless TTL has issued a receipt for the same to the customer;
  - iii. The customer shall be liable to pay penal charges/fees as may be specified by TTL in case of dishonour of any payment instrument furnished by the customer besides legal action;
  - iv. The customer shall be liable to pay all charges for the service/s provided to the customer. For postpaid subscriber, the charges as billed or specified by TTL whether the service/s have been used by the customer or by anyone else from the customer's phone/phone connection, with or without the knowledge of the customer, he is liable to pay all charges;
  - v. In the event of any dispute regarding the charges, the customer shall be liable to pay charges as billed by TTL pending resolution of such dispute;
  - vi. The postpaid customer shall be liable to pay for the service/s provided even if the customer does not receive the bill/s. TTL shall send the bill/s to the billing address as per TTL's records. It will be the postpaid customer's responsibility to make enquiries before the due date for payments in case of non-receipt of bill/s;
  - vii. The customer shall be liable to pay and/or bear all the costs for collection of dues, legal expenses, etc. with interest, in case of non-payment of dues or other violation/s of these Terms and Conditions by the customer, should it be necessary to refer the matter to a collection agency/legal advisor/representative of TTL.
  - viii. The customer shall be liable to bear all taxes, duties or levies payable in addition to the charges, including those levied/leviable on this CAF/Terms and Conditions.
- b) The customer shall not use or cause or allow others to use the service/s for any improper, immoral or unlawful purpose including in any manner which may jeopardize, affect or impair the operation of the network and/or provision of the service/s to the customer of other customers of TTL or cause public or private nuisance.
- c) The customer shall use only the equipment approved for use with the network by DoT, Government and/or TTL. The customer shall not without the prior written consent of TTL, install or attach any attachments to the equipment used/ to be used for availing the service/s. The customer shall not use the equipment belonging to TTL except for the purposes of availing the service/s.
- d) The customer shall comply with all applicable laws, rules and regulations, any instructions issued by the Government, DoT or TTL, concerning the customer's use of the service/s and procurement of the equipment including but not limited to relevant tax laws and import control regulations.
- e) The customer shall not open, repair, replace parts of or otherwise tamper with the equipment except as may be specifically permitted in writing by TTL. The safety of the equipment shall be the responsibility of the customer. The customer shall inform TTL immediately and confirm the same in writing if the equipment is lost, stolen or damaged. Notwithstanding the preceding sentence, the customer shall remain liable for all charges incurred until the service/s provided via the equipment are deactivated. In such an event, the customer shall also be liable to make good the loss suffered by TTL as a result of loss, theft or damage to the equipment.



- f) The customer shall furnish correct and complete information and documents as required by TTL from time to time.
- g) The customer shall remain liable for the charges pertaining to the period of provision and suspension of service/s and thereafter until payment in full is made.
- h) The customer shall inform TTL, in writing, of any changes in the billing address. Any written communication, bill, billing statement or notice issued by or on behalf of TTL to the customer will be deemed as served within 48 hours of posting by ordinary mail.
- i) The customer shall not assign any right or interest in the service/s provided under these Terms & Conditions without TTL's prior written consent. The customer shall not transfer or dispose off or create any lien or encumbrance in respect of equipment belonging to TTL.
- j) The customer shall follow the processes specified by TTL from time to time with regard to the service/s.
- k) The customer shall inform TTL in writing about any deficiency in service/s within 7 days of occurrence of such deficiency. TTL shall, upon receipt of complete information about such deficiency, endeavour to get the deficiency rectified.
- l) The customer shall permit TTL and/or its authorised representatives to enter into and remain upon customer's premises to install, activate, repair, tie-install and recover the equipment used/to be used for availing the service/s and the customer shall obtain at no cost to TTL, appropriate approvals and consents from third parties wherever necessary for the foregoing purposes.
- m) The customer shall hand over to TTL, possession of equipment belonging to TTL which is/was delivered to the customer or at the customer's premises at any point of time, consequent to termination/disconnection of service/s.
- n) As regards to fixed telephone connections, the customer shall ensure that the equipment used for availing the service/s is not moved or shifted from the premises of installation except with the prior written consent of and after complying with the conditions specified by TTL. (this condition is not applicable for prepaid customers).
- o) The customer should, if necessary, provide power supply for the functioning of the equipment. The safekeeping and protection of equipment shall be the customer's responsibility.

**v. VALIDITY**

These Terms and Conditions shall be subject to the provisions of Indian Telegraph Act of 1885, Telecom Regulatory Authority of India Act 1997, the rules and regulations framed there under and other statutes, regulations and rules as prevailing and applicable from time to time besides any other directions/orders from any courts, tribunals, and statutory authorities.

**vi. LIMITATION OF LIABILITY**

- a) TTL does not guarantee uninterrupted or fault-free working of the network or the service/s or equipment or software and shall not be liable to the customer or to any user or other person for injuries or damages or death resulting from operation of the network/service/s/equipment/software arising due to any events (including but not limited to fire, explosion, war, riots, strikes, lockouts, picketing, boycotts, acts of government authorities, act of God and causes originating in the facilities or operations of other telecom or allied service providers).
- b) TTL makes no representation or warranty other than those specifically set forth in these Terms and Conditions. TTL expressly disclaims all warranties, express or implied, including but not limited to any implied warranty as to merchantability or fitness for a particular purpose.

- c) TTL shall not be liable to the customer for any loss, costs or damage whatsoever or howsoever caused, arising directly or indirectly in connection with the equipment or service/s.
- d) Notwithstanding the generality of (b) above, TTL expressly excludes liability for itself and for its directors and its employees for direct or indirect consequential loss, damage, economic or otherwise, including loss of profits and loss of reputation even if advised of the possibility thereof. TTL expressly excludes liability for libel and/or slander arising out of a message or content received or sent by the customer via the network.
- e) TTL may at its discretion, send to the customer via the customer's equipment, various information for the customer using electronic media or otherwise.
- f) In the event that any exclusion contained in these Terms and Conditions shall be held to be invalid for any reason, and TTL becomes liable for loss or damage that it may otherwise not have been liable for, such liability shall be limited to refund of any deposits furnished by the customer after adjusting the charges due by the customer.

#### **vii. SUSPENSION/DISCONNECTION/TERMINATION**

- a) Notwithstanding anything contained herein, TTL shall be entitled to suspend/disconnect/terminate the service/s (whether fully or partially and whether temporarily or permanently) if:
  - i. The government or the authority either suspends, terminates or takes over the license or the service/s temporarily or otherwise;
  - ii. At any time the customer fails to satisfy the requisite credit checks or provides incorrect or misleading information (whether or not with a fraudulent intent);
  - iii. The customer fails to pay charges due;
  - iv. The customer is in breach of any other provision of these Terms and Conditions
  - v. The provision of service/s (or any of them) to the customer adversely affects the network or equipment of TTL or the provision of service/s to other customers or if any approvals/consents/ permits which are necessary for facilitating provision of the service/s to the customer are revoked, discontinued or suspended;
  - vi. If the customer is declared insolvent, bankrupt or is liquidated or dissolved;
  - vii. If a trustee or receiver is appointed to take over the assets of the customer;
  - viii. If the government or authority requires any of these Terms and Conditions to be revised in such a way as to cause significant adverse consequences to TTL;
- b) Termination/Disconnection/Suspension of the service/s pursuant to any provisions set forth herein shall be without prejudice to, and in addition to any light or remedy available to TTL under any applicable law or statute.
- c) In the event of the termination/disconnection/suspension of the service/s for any reason whatsoever, TTL shall be entitled to recover all outstanding charges (in case of prepaid customer "the equipment") and dues from the customer.
- d) Any reconnection of service/s shall be done at the sole discretion of TTL and upon payment of charges and fulfilment of other conditions as specified by TTL.
- e) Customer shall remain liable for the charges during the period of suspension of services.

#### **viii. SEVERABILITY & JURISDICTION**

In the event of any provision/s of these Terms and Conditions being held to be invalid, illegal or unenforceable by any court or other forum/statutory authority, such provision shall stand severed from the other provisions of these Terms and Conditions and shall be deemed to be expunged. The invalidity, illegality or unenforceability of such provision shall not in any manner affect or impair any other provisions of these Terms and Conditions and shall be thenceforth construed as if such invalid, illegal or unenforceable provisions were never contained herein. Any disputes, differences and legal proceedings arising or initiated in connection with these Terms and Conditions or with the provision of

service/s shall be subject to the exclusive jurisdiction of the court/s situated in the city/town in which the main Circle Office of TTL administering the customer's connection/s provided pursuant to the accompanying CAF, is situated.

#### **ix. SHIFTING OF PREMISES**

##### **a) Applicable for postpaid customers**

- i. Where customer wants to shift to a different premise with the same telephone (same customer)
  - The customer submits the request by filing in a Service Request Form (SRF) for shifting along with the documents at the Tata Docomo outlet/office.
  - On positive verification of the address, phone line will be transferred to the new address.

#### **x) MODES THROUGH WHICH A CUSTOMER CAN COMMUNICATE HIS/HER COMPLAINTS**

##### **a) Postpaid**

- i. Call centre - A toll free number i.e. 198, where a customer can call any time of the day. The customer will register the complaint and the customer care will provide the customer with a unique complaint number (docket number) and also feedback, on the time within which complaint would be resolved, will be provided to the customer;
- ii. Emails - Customers can email their complaint at [listen@tatadocomo.com](mailto:listen@tatadocomo.com) and they will get a unique complaint number (docket number), which will be communicated within 4 hours of receiving the complaint and also feedback, on the time within which complaint would be resolved, will be provided to the customer;

iii. Faxes

iv. Website – [www.tatadocomo.com](http://www.tatadocomo.com)

v. Walk-in outlets

All complaints will be resolved within 7 days of receipt. Billing complaints may take upto 6 weeks to be resolved as per TRAI guidelines;

##### **b) Prepaid**

- i. Call centre - Customer can call the toll free number i.e. 198, any time and for any complaint. The complaint is registered and if it is a valid complaint, a complaint number is generated (to be called as docket number). This docket number will be given to the customer and also feedback will be provided to the customer, within the SLA communicated;
- ii. Emails - Customers can email their complaint at [listen@tatadocomo.com](mailto:listen@tatadocomo.com) and they will get a unique complaint number (docket number), which will be communicated within 4 hours of receiving the complaint and also feedback, on the time within which complaint would be resolved, will be provided to the customer;

iii. Faxes

iv. Website – [www.tatadocomo.com](http://www.tatadocomo.com)

v. Walk-in outlets

#### **xi) DISCONNECTION/TERMINATION**

##### **a) Postpaid Customers**

- i. The Postpaid Customer can give a request for disconnection by either calling up 121, emailing the request, faxing the request or visiting any Tata Docomo office/outlet;
- ii. Once the disconnection request is registered, TTSL will process the same by first disabling the outgoing service and the rentals for the customer. This will be done within 7 days as per TRAI guidelines (subject to recovery/surrender of handset/CPE) of registering the request;
- iii. Total period for the customer to get the refund (if any) is 60 days from the cancellation request given;
- iv. Deposit refunds post cancellation are only applicable when:
  - The outstanding dues are lower than deposit
  - Customer is not in EMI scheme where the tenure is not yet complete
  - Any other equipment, if any, is retrieved
  - There are no multiple connections in one account and if there are, the deposit will be adjusted against the account.

## **6. Activation Process**

- Prospective customer requests for purchase of Tata Docomo voice or data connection
- Sales Executive (Point of sale-POS) will inform customer about Digital CAF fulfilment and required documentations
- Sales Executive (POS) will inform customer about activation completion post Tele-verification process
- Customer will carry original proof of identity and address as per the approved list of DOT
- Sales Executive (POS) will check whether customer is local customer, out stationed customer or Foreign National.
- For out stationed customer, Sales Executive (POS) will cross verify local reference and on positive verification from the local reference, will proceed further
- Sales Executive will assist customer in digital CAF fulfilment and ensure all mandatory fields are filled up, CAF fulfilment will be done.
- Digital CAF will be dully authenticated by Customer and POS basis OTP verification process
- Customer and POS both will receive SMS on successful submission of activation request
- Digital CAF audit will be done by backend validation team. Only successfully validated cases will be forwarded for final activation process
- For out stationed/Foreign tourist, local reference (LR) verification will be conducted by TTL
- De-Duping (finding bulk connection in same name) will be executed.
- Bulk connection allowed only in the name of company/ Organization.
- Non bulk cases will be hot-lined for televerification. For Voice, Customer to initiate outgoing call to 59059 from applied connection and for Data, customer will initiate call to 18002085959 from registered alternate number and call will be routed to verification desk (No other calls/ SMS allowed).
- Customer who applied for the connection is only authorized to do the Tele-verification as per TRAI mandate.
- After positive televerification, activation will be done.
- Bulk cases will be allocated for field verification. After positive field verification, number will be hot-lined for televerification. Customer to initiate outgoing call to 59059 from applied connection and for Data, customer will initiate call to 18002085959 from registered alternate number and, call will be routed to verification desk (No other calls/ SMS allowed).
- After positive televerification, activation will be done.
- For foreign tourist customer, connection will not be valid beyond VISA period and also doesn't exceed 3 months at a time even if the VISA is valid beyond 3 months.
- For Foreigner, connection will remain valid till the validity of VISA.
- Retail customer is not supposed to use his number for any unregistered Telemarketing activity (Call bases and SMS bases). TTL reserve the rights to disconnect such customers without prior intimation.
- Connections in same name of unregistered TM's will be disconnected as per TRAI mandate.
- Any Entity (User/ Organization) identified doing unregistered Telemarketing activity, same shall be liable for disconnection as per request from Regulator.

## 7. Details about equipment offered with respect to various services

TTL being a telecom service provider offers very limited handsets as bundled offers, PCO equipment or data dongles, details of which are available on our website tatadocomo.com. In most cases, our subscribers are free to purchase handsets or other equipment from the open market.

## 8. Quality of service parameters for various services as specified by TRAI

### Broadband:

| Parameter   | Benchmark                   |
|---|-----------------------------|
| Service Provisioning/Activation Time  | 100% within 15 working days |
| % of Fault Repaired by Next working day   | > 90%                       |
| % of Fault Repaired within 3 working days   | > 99%                       |
| % of Bills Disputed (Billing Complaints)  | <2%                         |
| % of Billing Complaints resolved  | 100% within 4 weeks         |
| Time taken for refund of deposits after closure   | 100% within 60 days         |
| % of Calls Answered by the operators (Voice to Voice) within 60 seconds                         | >60%                        |
| % of Calls Answered by the operators (Voice to Voice) within 90 seconds                         | >80%                        |
| % of Service availability/Uptime (for all users)  | >98%                        |
| Packet loss (for wired broadband access) in %   | <1%                         |
| User reference point at POP/ISP Gateway Node to IGSP/NIXI                                       | <120 msec                   |
| User reference point at ISP Gateway Node to international nearest NAP port abroad (terrestrial) | <350 msec                   |
| User reference point at ISP Gateway Node to international nearest NAP port abroad (satellite)   | <800 msec                   |

### Wireline

| Parameter   | Benchmark                                     |
|---|---|
| Faults incidences (No. of faults/100 Subs./month)   | <7  |
| % of Fault Repaired by next working day (for urban areas)   | ≥ 85%   |
| % of Fault Repaired by next working day (for rural & hilly areas)   | ≥ 75%   |
| % of Fault Repaired within 5 days (for urban areas)   | 100%  |
| % of Fault Repaired within 7 days (for rural & hilly areas)   | 100%  |
| Mean Time to Repair (MTTR)  | ≤10 hrs                                       |
| Point of Interconnection (POI) Congestion (No. of POIs not meeting benchmark)                                 | ≤0.5% hrs                                     |
| Metering & Billing Credibility - Postpaid   | <0.1%   |
| Metering & Billing Credibility - Prepaid  | <0.1%   |
| Resolution of Billing/charging/ validity complaints   | ≥98% within 4 weeks<br>100% within 6 weeks    |
| Period of applying credit/ waiver/ adjustment to customer's account from the date of resolution of complaints | 100% within 1 week of resolution of complaint |
| Accessibility of Call centre/ Customer care   | ≥95%  |
| % of Calls Answered by the operators (Voice to Voice) within 90 seconds                                       | ≥95%  |
| % of requests for Termination / Closure of Service complied with 7 days                                       | 100% within 7 days                            |
| Time taken for Refund of Deposits after closures  | 100% within 60 days                           |

## Wireless

| Parameter   | Benchmark                                     |
|---|---|
| Metering & Billing Credibility – Postpaid   | <0.1%   |
| Metering & Billing Credibility – Prepaid  | <0.1%   |
| Resolution of Billing/charging/validity complaints  | >98% within 4 weeks<br>100% within 6 weeks    |
| Period of applying credit/ waiver/ adjustment to customer's account from the date of resolution of complaints | 100% within 1 week of resolution of complaint |
| Accessibility of Call centre/ Customer care   | ≥95%  |
| % of Calls Answered by the operators (Voice to Voice) within 90 seconds                                       | ≥95%  |
| % of requests for Termination / Closure of Service complied with 7 days                                       | 100% within 7 days                            |
| Time taken for Refund of Deposits after closures  | 100% within 60 days                           |

Though TTL will strive to meet the prescribed benchmarks but due to technical/practical reasons, it may vary, which will be duly intimated to the regulator.

### 9. Rights of Consumer under various TRAI regulations

- Lifetime tariff plans are valid till validity of UAS license in the respective service area.
- We will respond to customer queries registered at our call centre within 3 days from the date of registration.
- Complaints escalated to Appellate Authority will be closed maximum within 39 days from the date of registration at our complaint centre.
- All Value Added Services are optional and will be activated only after taking explicit consent from the subscriber.
- For postpaid subscribers, all security deposits will be refunded within 60 days from the date of request for termination of phone connection, subject to clearance of all dues.
- Postpaid subscribers will be intimated about their credit limit in advance. Postpaid subscribers can make interim payments to avoid their usage exceeding their credit limit.
- Prepaid subscribers will keep getting incoming calls during their validity period subject to fulfilment of recharge conditions.
- CLIP facility is optional for all subscribers.
- Unused prepaid balance in core account will be carried forward if recharged within the specified validity/grace period except for 3G e-stick.
- No free/concessional SMS will be available on Black-Out days (BODs). There will be maximum 5 specified Black-Out days in a given circle. Complete information about BODs are available on our website.

- Subscriber is free to move from one tariff plan to another at any point of time, subject to availability of the plan.
- Subscriber will receive a unique docket number for all registered complaints.
- Complete details of tariff plan will be provided on activation or within 7 days from activation.
- Consumer can approach the Appellate Authority if he/she is not satisfied with the redressal at the Complaint Centre or the complaint is not addressed within the specified time limit.
- The details of Appellate Authority are to be provided to the consumer by the contact center executive upon consumer request.
- The consumer can terminate or disconnect our service at his/her convenience. The bills are checked, reconciliation is done and any amount, if due after adjusting the outstanding dues, is returned to the consumer bore his/her security deposit. This process takes a maximum of 60 days from the date of disconnection.
- Consumer can terminate the services by sending a written request, fax, email, or telephone call to us. The termination of service shall be subject to the return or recovery of the customer premise equipment, wherever applicable.
- To help you restrict unwanted communication on your phone, we have implemented the Do Not Disturb process. You can get your number listed for this facility by calling us at 1909 or sending an SMS to 1909 with keywords "START <Preference>"

## 10. General information numbers and Consumer Care number

| Service Area                   | General Information Number | Consumer Care Number (Toll free) |
|--------------------------------|----------------------------|----------------------------------|
| Andhra Pradesh                 | 121                        | 198                              |
| Bihar                          | 121                        | 198                              |
| Delhi                          | 121                        | 198                              |
| Gujarat                        | 121                        | 198                              |
| Haryana                        | 121                        | 198                              |
| Himachal Pradesh               | 121                        | 198                              |
| Karnataka                      | 121                        | 198                              |
| Kerala                         | 121                        | 198                              |
| Kolkata                        | 121                        | 198                              |
| Madhya Pradesh                 | 121                        | 198                              |
| Maharashtra                    | 121                        | 198                              |
| Mumbai                         | 121                        | 198                              |
| Orissa                         | 121                        | 198                              |
| Punjab                         | 121                        | 198                              |
| Rajasthan                      | 121                        | 198                              |
| West Bengal                    | 121                        | 198                              |
| Tamil Nadu (including Chennai) | 121                        | 198                              |
| Uttar Pradesh East             | 121                        | 198                              |
| Uttar Pradesh West             | 121                        | 198                              |

The above numbers are for retail GSM and CDMA mobile subscribers. For details of toll free consumer care numbers of other services (enterprise and data), please log on to [www.tatadocomo.com](http://www.tatadocomo.com)

## 11. Complaint redressal mechanism & Complaint redressal procedure and timeline:

Complaints can be lodged by calling 121 or by email to [listen@tatadocomo.com](mailto:listen@tatadocomo.com). Your complaint will be registered and a docket number will be issued to you. If your complaint remains unaddressed or you are not satisfied with the resolution provided, you may register your complaint in writing with our Appellate Authority with docket number to email addresses mentioned below. As per the provisions of the Telecom Consumer Protection Regulation and Telecom Consumer Complaint Redressal Regulation 2012, we have formed Advisory Committees in every circle which comprises of member from a Consumer Advocacy Group registered with TRAI and also representatives from TTSL. All complaints registered with Appellate Authority will be addressed by this Advisory Committee to ensure utmost transparency and fair treatment. After the Advisory Committee, the complaint will also be addressed by the Appellate Authority for final closure. All complaints escalated to Appellate Authority will be closed within a maximum of 39 days from the date of registration at our complaint centre.



## 12. Details of Appellate Authority

| <b>S.No.</b> | <b>Service Area</b> | <b>Call Centre Contact Number for TTSL &amp; TTML Subscribers</b>     | <b>Address &amp; Contact Details of Appellate Authority</b>   |
|--------------|---------------------|---|---|
| 1            | Andhra Pradesh      | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>Gyan Peeth, Hardware Park,<br>Plot No: 1 to 5, (Survey No: 1/1), Imarath<br>Kancha, Raviryal Village, Maheshwaram<br>Mandalam, Ranga Reddy Dist,<br>Hyderabad, Telangana 500005<br>FAX : 08414663339<br>Email: appellate.ap@tatadocomo.com |
| 2            | Bihar & Jharkhand   | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices, 4th Floor,<br>Voltas House, Opp Ginger Hotel,<br>Main Road, Bistupur, Jamshedpur,<br>Jharkhand-831001<br>Fax: 033-66665000<br>Email: appellate.bh@tatadocomo.com   |
| 3            | Delhi               | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>2A, Old Ishwar Nagar, Main Mathura<br>Road, New Delhi - 110065<br>Fax: 011-66552020 Email:<br>appellateauthority.delhi@tatatel.co.in   |
| 4            | Gujarat             | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>Westgate - 3rd & 4th Floor,<br>Near YMCA Club, S.G. Highway,<br>Ahmedabad - 380015<br>Fax: 09033002273<br>Email: appellate.gj@tatadocomo.com   |
| 5            | Haryana             | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>C-125, Phase 8,<br>Industrial Focal Point,<br>Mohali - 160071<br>Fax: 0172-6651710<br>Email: appellate.har@tatadocomo.com  |

## 12. Details of Appellate Authority

| <b>S.No.</b> | <b>Service Area</b> | <b>Call Centre Contact Number for TTSL &amp; TTML Subscribers</b>     | <b>Address &amp; Contact Details of Appellate Authority</b>  |
|--------------|---------------------|---|--|
| 6            | Himachal Pradesh    | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>C-125, Phase 8,<br>Industrial Focal Point,<br>Mohali - 160071<br>Fax: 0172-6651710<br>Email: appellate.hp@tatadocomo.com  |
| 7            | Karnataka           | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>A Block, 2nd Floor,<br>Silicon Terrace, No. 30/1, Koramangala<br>Hosur Main Road,<br>Bangalore - 560095<br>Fax: 080 66681000<br>Email: appellate.kk@tatadocomo.com  |
| 8            | Kerala              | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>5th Floor, SL Plaza,<br>Palarivattom,<br>Kochi - 682025<br>Fax: 0484-6660666<br>Email: appellate.kerala@tatadocomo.com  |
| 9            | Kolkata             | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>P. S. Srijan Tech Park, DN-52, Sector - 5,<br>15th Floor, Salt Lake Kolkata - 700091<br>Fax: 033-66665000<br>Email: appellate.kol@tatadocomo.com                    |
| 10           | Madhya Pradesh      | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>Plot No -1,2,3 Kwality Globus, Permal<br>Wallace compound, Opp. R.B.I,<br>Hoshangabad Road, Bhopal-462011<br>Fax: 0755-6660444<br>Email: appellate.mp@tatatel.co.in |
| 11           | Maharashtra         | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices (Maharashtra) Limited,<br>Al-Aqmar Building, 5- Ganeshkhind<br>Road, ShivajiNagar Pune-411005<br>Fax: 020-66005550<br>Email: appellate.rom@tatadocomo.com                      |

| <b>S.No.</b> | <b>Service Area</b>               | <b>Call Centre Contact Number for TTSL &amp; TTML Subscribers</b>     | <b>Address &amp; Contact Details of Appellate Authority</b>  |
|--------------|-----------------------------------|---|--|
| 12           | Mumbai                            | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices (Maharashtra) Limited<br>D-26, TTC Industrial Area,<br>MIDC Sanpada, Thane Belapur Road,<br>P.O Turbhe<br>Navi Mumbai - 400703<br>Fax: 022-61655020<br>Email: appellate.mp@tatatel.co.in |
| 13           | Orissa                            | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>Fortune Towers, 3rd Floor, Module B & C ,<br>Chandrasekharpur,<br>Bhubaneswar - 751023<br>Fax: 033-66665000<br>Email: appellate.orissa@tatadocomo.com                         |
| 14           | Punjab                            | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>C-125, Phase 8, Industrial Focal Point,<br>Mohali - 160071<br>Fax: 0172-6651710<br>Email: appellate.pun@tatadocomo.com  |
| 15           | Rajasthan                         | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>Guman 1, Near Amrapali Circle, Vaishali<br>Nagar, Jaipur - 302021<br>Fax: 0141-6641100<br>Email: appellate.raj@tatadocomo.com   |
| 16           | West Bengal                       | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>P. S. Srijan Tech Park, DN-52, Sector - 5,<br>15th Floor, Salt Lake Kolkata - 700091<br>Fax: 033-66665000<br>Email: appellate.wb@tatadocomo.com                               |
| 17           | Tamil Nadu<br>(including Chennai) | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>No.283 & 284, 6th & 13th Floor, Prince<br>Info City – II, Rajiv Gandhi Salai,<br>Kandhanchavadi, Chennai - 600096<br>Fax: 044-61655020<br>Email: appellate.tn@tatadocomo.com  |
| 18           | Uttar Pradesh East                | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>Prem Plaza, 2, R F Bahadurji Marg,<br>Behind Shakti Bhawan,<br>Lucknow - 226001<br>Fax: 0522-6699066<br>Email: appellate.upe@tatadocomo.com                                   |
| 19           | Uttar Pradesh West                | Mobile & Walky :<br>121/1860 266 5555<br><br>Photon :<br>1800 266 121 | Tata Teleservices Limited<br>501, Mangal Pandey Nagar,<br>Main University Road,<br>Meerut - 250001<br>Fax: 0121-6605502<br>Email: appellate.upw@tatadocomo.com   |

### **13. Duties and obligations of Tata Teleservices Limited & TATA Teleservices (Maharashtra) Limited**

1. All tariff plans and offers will be communicated in transparent and non-discriminatory manner.
2. All plan details will be updated on the website after launch.
3. A tariff plan once offered shall be available to a subscriber for a minimum period of 6 months (or for life time in case of life time validity) from the date of enrolment of the subscriber to that tariff plan.
4. In case of lifetime validity/unlimited validity, we shall inform customers, the month and year of expiry of current license in promotional literature/advertisements.
5. We shall give an advance notice of not less than 30 days to the authority and subscribers before terminating an existing tariff plan.
6. Customer will be informed on activation of a voucher about usage, account, VAS charges as per Telecom Consumer Protection Regulation 2012 issued by TRAI.
7. No Value Added Services will be activated without obtaining explicit consent from subscriber as per TRAI guidelines.
8. No rental for roaming services will be charged.
9. At least one denomination of prepaid cards offered by every service provider must be for an amount of ₹300 or less with a corresponding validity period of at least one month.
10. The charges for replacement of lost/damaged SIM card shall be based on the cost with a reasonable mark-up.
11. If there is any amount that is unused at the end of the validity period, this amount should be carried over to the renewed card, if such renewal is done within a reasonable, specified period.
12. Customers will be prominently and clearly informed of the total amount that is available in the prepaid card package for making calls, i.e. to pay towards usage.
13. All services which do not affect "talktime value" including incoming Voice calls/ SMS, shall continue to be available to the prepaid subscribers during the entire validity period even after the talktime value is exhausted.
14. Hard copy of postpaid bill will be made available free of charge.
15. In case of straight tariff reductions, the subscribers shall automatically get the benefit of such reduction without any precondition of any explicit action by the subscriber.
16. Mobile Number Porting charge of more than ₹19 will not be charged.
17. The credit limit set for a postpaid subscriber shall be intimated to him in advance. The initial credit limit shall be intimated within 7 days of activation of the service.
18. CLIP will not be made a mandatory tariff item.

### **14. Procedure of Termination of services**

The consumer can terminate or disconnect our service at his/her convenience. The bills are checked, reconciliation is done and any amount, if due after adjusting the outstanding dues, is returned to the consumer from his/her security deposit. This process takes a maximum of 60 days from the date of disconnection.