

Telecom Consumer Charter for Handling Consumer Complaints

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Introduction & Presence

Videocon Telecommunications Limited (Videocon Telecom), a Videocon group company offers GSM mobile services under the brand name Videocon. The services are already up and running in Gujarat, Haryana, Madhya Pradesh (includes Chhattisgarh) and are soon going to be operational in Bihar (includes Jharkhand), Uttar Pradesh (East), Uttar Pradesh (West) (includes Uttarakhand).

Vision & Mission

To delight and deliver beyond expectations...

"...through ingenious strategy..."

"...interpid entrepreneurship..."

"...improved technology..."

"...innovative products..."

1. Name and Address of Videocon Telecom offices in operating circles.

Gujarat Service Area

Videocon Telecommunications Ltd, 408 – 415, 4th Floor,
Camps Corner 2, Opp. AUDA Garden,
Prahladnagar, Ahmadabad – 380015.

Haryana Service Area

Videocon Telecommunications Ltd,
SCO No – 4, Near Kidzee School,
Sector -12, Huda, Panipat -132103

Madhya Pradesh Service Area.

Videocon Telecommunication Ltd,
Nav Bharat Building, 2nd Floor,
Nav Bharat Complex, MP Nagar, Zone-1,
Bhopal-462011

Bihar Service Area

Videocon Telecommunications Limited
2nd Floor, Sahi Bhawan Exhibition Road, Patna,
Bihar - 800001

UP East Service Area

Videocon Telecommunications Limited
CP-1, SS Plaza, First Floor, Sector-I,
LDA Colony, Aashiyana, ,
Lucknow - 226012

UP West Service Area

Videocon Telecommunications Ltd”
22-Tejgarhi, 2nd Floor, Tyagi Market,
Garh Road, Meerut-250004
Uttar Pradesh.

2. Services Offered and Coverage.

Currently Videocon Telecom provides services in broadly in Prepaid only under the following categories:

- a) Voice
- b) SMS
- c) Data
- d) Other Value Added Services

Further details are available on our Website www.videocontelecom.com

3. Terms and Conditions -Prepaid

1. Videocon Telecom reserves the exclusive right to change / alter / amend the tariff plan/s applicable on Videocon Pre-Paid card as per regulation, at its sole discretion with prior intimation to the customer.
2. Videocon Telecom Sim card has an independent tariff plan and will have no bearing whatsoever with or on the tariff plans offered by Videocon Telecom to its regular customer/s.
3. Videocon Telecom Sim card does not carry any pre-loaded value and needs to be charged before use, with the help of recharge cards available in different denominations.
4. A valid Videocon Telecom Prepaid account is defined as "an account which has not expired due to insufficient days or insufficient balance, whichever is earlier".
5. For all subsequent recharges after the initial charging, all Videocon Telecom prepaid accounts can be recharged with recharge cards available in different denominations.
6. A grace period of 15 days will be given after the expiry of Videocon Telecom Prepaid account. In the case of an invalid account due to exhausted balance or exhausted period the customer will be unable to make or receive calls. The balance value if any, in such a case, will be available to the credit of the customer at the time of recharge of the Videocon Telecom Prepaid account during the grace period. The balance value if any in the account at the end of the grace period will not be available to the credit of the customer.
7. Services to the SIM card will be discontinued if there is no usage, i.e. no Voice or Video OG or IC or an OG SMS or a Data upload or download or VAS usage for a continuous period of 90 days.
8. Customers under no usage for continuous period of 90 days & having balance more or equal to Rs. 20, Automatic Number Retention Scheme will be put into effect – Rs. 20 will be deducted and services will continue for 30 days. The process will continue till the time customers account balance is more or equal to Rs. 20. If during this cycle, customer's account balance becomes less than Rs. 20 the number will be disconnected and customer will not be able to use the services, however customer can get the same number reactivated within 15 days of disconnection by paying reactivation charges of Rs. 20. If the customer performs an activity during the extended period of non usage, he shall be entitled for a fresh period of non usage of ninety days.
9. Not all value-added services may be available with Videocon Telecom on this Videocon Telecom prepaid connection. Videocon Telecom is entitled to change, vary, alter, amend,

add to or withdraw any or all value added services and/or to vary the charges/prices of these services at its sole discretion and with notice.

10. In case of a lost/stolen/misplaced/damaged Videocon Telecom sim card/recharge card the entire liability of the loss/stolen/misplaced/damaged Videocon Telecom Sim card/recharge card will be that of the customer. No refund will be given on the available balance, if any, of the lost/stolen/misplaced/damaged Videocon Telecom Prepaid/recharge card of the customer.
11. The customer must at all times ensure safekeeping of the Videocon Telecom Sim card and original receipt of purchase, as these may be required from time to time under different circumstances during interface with Videocon Telecom.
12. The mobile numbers and the Videocon Telecom Prepaid SIM cards shall always be the sole & exclusive property of Videocon Telecom at all times & the same shall be returned to Videocon Telecom by the customer upon termination and /or deactivation and/or temporary suspension of the service under any circumstances.
13. The Videocon Telecom Prepaid service is & will be available only within the coverage area of Videocon Telecom (in the Circle) & tie ups with network operators in other circles.
14. Videocon Telecom will & shall not be liable or responsible to refund back in case of any disruption of services for any reason whatsoever.
15. Threshold for low balance intimation is defined by Videocon. Customer will be given intimation on reaching the threshold value.
16. VAS services are offered to the customer at an additional per min/SMS hit rate as may be prevailing at the time of usage of the service.
17. Calls to Customer Assistance at '121' will be charged at applicable rates.
18. If due to technical and/or non-technical reasons, service availability and reliability may be affected. Videocon Telecom is entitled, without any liability, to refuse, limit, suspend, vary and/or interrupt service at any time at its discretion without any notice or any reason.
19. The provision of services is subject to Force Majeure circumstances.
20. The customer shall comply with all directions/instructions issued by Videocon Telecom relating to the network, the services and/or all matters connected therewith and provide Videocon Telecom with any further information and co-operation as Videocon Telecom may require from time to time.

21. The customer is not entitled & or authorized, to assign/transfer/resale/lease/rent or create any charge/ lieu of any nature whatsoever on the Videocon Telecom Sim card.
22. The cellular service will be made available to the customers by Videocon Telecom subject to the terms and conditions of the license entered into between Videocon Telecom and Department of Telecommunications. The customer shall strictly abide by the directions of the Government of India, the State Government, any Court of law or any statutory authority as applicable from time to time.
23. As of date the Videocon Telecom Videocon Telecom Sim card can be used with all GSM 900 / 1800MHz mobile phones. However, the above information is for your convenience only and Videocon Telecom will not be responsible in any way for the malfunction of any handsets.
24. Any dispute arising under these terms & conditions will be before the court/s having jurisdiction in the respective circle.
25. As per Government Instructions it is mandatory to submit all documents at the time of purchase with full personal details accompanied with Government issued Identity Card, Current Address and a photograph. VIDEOCON TELECOM has the rights to suspend the services with prior notice to the customer if any failure is found.
26. Information on Prepaid tariff plan and products is also available on our website www.videocontelecom.com.
27. Videocon Telecom reserves the right of barring your connection incase the documents submitted by you fail to comply with DOT guidelines.
28. Benefit of free or discounted SMS will not be available to the subscriber on festive days.
29. Any Videocon Telecom Sim card holder using the SIM for Tele-marketing purpose has to register himself on website <http://nccptrai.gov.in> as per the TRAI guidelines. For any clarifications the customer can call our Customer Assistance or visit website <http://nccptrai.gov.in>
30. Registration or Preference change in the NCPR (National Customer Preference Register) can be done through by calling 1909 IVR (toll free) or by sending SMS "Start <option>" on 1909 (toll free) for preference based communication. The options are "0" – For fully blocked category, "1" – For Banking/Financial products/Credit cards, "2" – For Real Estate, "3" – For education, "4" – For Health, "5" – For consumer goods & automobiles, "6" – For Communication / Entertainment / Broadcasting / IT, "7" – For Tourism. The registration will be effective within 7 days of placing the request with the service

provider. The customers can check the status of their registration by clicking on "Customer Registration Status".

31. If the number is found to be used for promotional activity without registering with TRAI as tele-marketer (TM), the TM will be blacklisted and all telecom resources allocated will be disconnected and TM shall not be allocated any Telecom resources by any TSP for 2 years.
32. Customer hereby confirms to agree to the rates, validity and other terms & conditions that have been informed to him/her by Videocon Telecom's channel partner (retailer/distributor/Service Centers) at the time of purchase.
33. Information on Service Expiry date for respective circle is available in the local version of Application Form
34. There might be a hike in ISD tariff in case of fluctuation in foreign exchange rates.
35. Videocon Telecom shall not activate or deactivate the data service without explicit consent of the customer. Customer will have to dial a toll free short code 1925 for activation and deactivation of data service or send "START" to 1925 for activation of data service and "STOP" to 1925 for deactivation of data service.

4 . QoS Benchmarks as prescribed by Regulator

S No	Name of Parameter	Benchmarks	Averaged over period
1	Metering and Billing Credibility-Prepaid	Not more than 0.1%	One Quarter
2	Resolution of Billing/ Charging Complaints	98% within 4 weeks and 100% within six weeks	One Quarter
3	Period of Applying Credit/Waiver/Adjustments to customer Account from date of Complaint Resolution of complaint	within 1 week of resolution of complaint	One Quarter
4	Accessibility to Call Center/ Customer Care	Greater than or equal to 95%	One Quarter
5	Percentage of Calls answered by operators (Voice to Voice) within 90 Secs	Greater than or equal to 95%	One Quarter
6	Time taken for refund of deposits after Closures	100% within 60 days	One Quarter

5. Quality of Service Promised.

* Though Videocon Telecom will strive to meet the prescribed benchmarks but due to technical/practical reasons it might vary which will be duly intimated to the regulator.

* For deactivation of any Value Added Services (VAS) consumers can call 155223 (Common VAS Deactivation Portal) or send a SMS to 155223.

6. Rights of Consumers

6.1 To receive unique docket number for every complaint registered by them.

6.2 Consumers can move to Appellate Authority if he/she does not receive resolution from our Contact Center / Touch Points.

6.3 The details of Appellate Authority are provided on the website www.videocontelecom.com & by the Contact Centre executive upon consumer request.

6.4 To help customer restrict unwanted communication on your phone, we have implemented the Do Not Disturb process. Customer can get his/her number listed for this facility by calling us at 1909 or sending an SMS to 1909 with keywords "START <Preference>".

6.5.1 List of Preferences:

6.5.1.1 "START 0" for Fully Blocked

6.5.1.2 "START 1" for receiving SMS relating to Banking/Insurance/Financial products/credit cards

6.5.1.3 "START 2" for receiving SMS relating to Real Estate

6.5.1.4 "START 3" for receiving SMS relating to Education

6.5.1.5 "START 4" for receiving SMS relating to Health

6.5.1.6 "START 5" for receiving SMS relating to Consumer goods and automobiles

6.5.1.7 "START 6" for receiving SMS relating to Communication/Broadcasting/Entertainment/Information Technology

6.5.1.8 "START 7" for receiving SMS relating to Tourism

7. Duties and Obligations of Videocon Telecom

7.1 We have a 2 stage complaint resolution management, i.e., Contact Center / Showrooms and Appellate Authority.

7.2 A unique docket number is allotted to every complaint made by the Customer.

7.3 Appellate authority will resolve the appeal within 39 days of receipt of the appeal

7.4 All plan details are placed on the website

7.5 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

7.6 In case of Lifetime validity/unlimited validity we shall inform customers, the month and year of expiry of current License in promotional literature/advertisements

7.7 Customer will be informed on activation of a voucher about usage, account, VAS charges is as per Telecom Consumer Protection Regulation 2012 issued by TRAI.

7.8 MNP facility is available only within a given licensed service area.

7.9 Customer can make a porting request only after 90 days of the date of activation of your mobile services with the existing TSP.

7.10 If the customer desires to port out the mobile number, he/she should approach the Recipient operator (the operator to whom he/she wants to port his/her number). The customer may be required to pay porting charge up to a maximum of Rs. 19/- to the Recipient Operator and will need to obtain a Customer Acquisition Form (CAF) & Porting Form. The customer also needs a "Unique Porting Code" (UPC). To obtain UPC send SMS from the mobile number the customer want to port, to the number "1900" with text "PORT" followed by space followed by the 10 digit mobile number.

The customer will receive an auto generated 7 digits UPC from the Donor operator which is valid for 15 days from the date of UPC generation.

8. General Information Number and Consumer CARE Number

S No	Circle	General Information Number	Consumer Care Number
1	Gujarat	121	198
2	Madhya Pradesh	121	198
3	Haryana	121	198
4	Bihar	121	198
5	UP East	121	198
6	UP West	121	198

9. Complaint Redressal Mechanism

9.1 The complaint of consumer is resolved by Customer Care Executive at the Call Center and Outlets.

9.2 A unique docket number is provided to the consumer for all complaints.

9.3 If the complaint is not resolved or not resolved to satisfaction, consumers can appeal to Appellate Authority within thirty days of closure of complaint. Appeal format is mentioned as Annexure 1 at the bottom of this document which can be sent through E-mail. Appeal can also be made through Complaint Helpline no. (198)

9.4 The name and contact information of Appellate Authority are mentioned in section 10 of this document.

9.5 Appellate authority will resolve & intimate the appellant within 39 days of receipt of the appeal.

10. Details of Appellate Authority

Appellate Authority	Address	Contact Details	E mail Id
Gujarat			
Mr. Arpit Raval	407 – 415, 4th Floor, Camps Corner 2, Opp. AUDA Garden, Prahladnagar, Ahmadabad – 370015	91 9067056789	appellate.guj@videocon.com
Madhya Pradesh			
Mr. Dheeraj Dhar	Bharat Building, 2nd Floor, NavBharat Complex, MP Nagar, Zone-1, Bhopal-462011	91 9074056789	appellate.mp@videocon.com
Haryana			
Mr. Yudhvir Singh	SCO No – 4, Near Kidzee School, Sector -12, Huda, Panipat -132103	91 9068056789	appellate.har@videocon.com
Bihar			
Mr. Anil Kumar Singh	2nd Floor, Sahi Bhawan Exhibition Road, Patna, Bihar - 800001	91 9065056789	appellate.bhr@videocon.com
Up East			
Mr. Aditya Kumar	CP-1, SS Plaza, First Floor, Sector-I, LDA Colony, Aashiyana, Lucknow - 226012	91 9081056789	appellate.upe@videocon.com
Up West			
Ms. Kunal Dixit	22-Tejgarhi, 2nd Floor, Tyagi Market, Garh Road, Meerut-250004, Uttar Pradesh.	91 9082056789	appellate.upw@videocon.com

FORM FOR APPEAL TO APPELLATE AUTHORITY

(See regulation 9 of the of Telecom Consumers Complaint Redressal Regulations, 2012)

Appeal under regulation 9 of the Telecom Consumers Complaint Redressal Regulations, 2012 to the appellate authority appointed by Videocon Telecom.

1. The Name, Address, Telephone Number, Facsimile number and the e-mail address of the Appellant.	
2. Telephone Number or Cellular Mobile Telephone Number or Broadband Connection Identity, as the case may be, for which appeal is filed	
3. The name of the city /district of the origin of complaint	
4. The name of the State or licensed service area, as the case may be, of the origin of complaint	
5. Nature of Complaint (specify, whether complaint relates to Provisioning / Activation / Billing / Fault-Repair / Service disruption / disconnection of service / Value Added Service / Closure / Termination or specify if any other).	
6. The docket number allotted by the Call Centre at the time of lodging complaint under clause (a) of sub-regulation (1) of regulation 4 and date of lodging the complaint with the Call Centre.	
6. Statement of Facts relating to grievance or appeal: (attach separate sheet signed by Appellant if required)	
7. Grounds of Appeal: A full description of the matter, which is the cause of the grievance, including copies of any relevant and supporting documents, if any, and the relief claimed in Appeal (attach separate sheet signed by Appellant if required).	
9. A statement to the effect that same subject matter or issue, for which an appeal has been filed under these regulations, is not covered in any proceedings before any court or tribunal or under the Consumer Protection Act, 1976 (67 of 1976) or any other law for the time being in force.	
10. Details of any other relevant material or document.	
11. Whether the Appellant requests to grant him exemption from appearing in person and decide the appeal on the basis of information, document or record filed by him.	