

**Class Value Added Licensed Services: Vehicle Tracking Services and Internet Service Providers**

**1. Introduction:**

1.1 To be added by the company.

**2. Vision Statement:**

2.1 To be added by the company.

**3. Core Values:**

3.1 To be added by the company.

**4. Quality of Service (QoS) Standards:**

4.1 <Service Provider Name> and its management is ready to provide the best available services in the country with state-of-the-art technologies and certified technical staff. <Service Provider Name> guarantees its consumers for high-end solutions at cost effective rates. There will be no compromise in the service quality standards of the solutions provided to the consumers.

4.2 <Service Provider Name> will provide its consumers the highest service quality that is in line with best international practices. Consumers will experience excellent service and response 24 / 7 (if applicable).

4.3 The <Service Provider Name> will ensure service quality as per the license and the applicable legal regime administered/ regulated by PTA.

4.4 <Service Provider Name> commits and assures to follow the QoS parameters as per license requirement and compliance with other 'Key Performance Indicators' (KPIs) as specified by the Authority from time to time.

**Tariffs And Billing:**

4.5 The <Service Provider Name> shall ensure that:

- i. No advertisement shall be launched or tariff shall be changed for any service to consumers without approval of the Authority, if such approval is required.
- ii. The consumers know the exact costs for all services prior to purchase, clearly expressed without any false or misleading information; explicitly disclosing the tariff rates, unit of charging, applicable taxes etc. in their advertisements.
- iii. The effective tariffs for all services are in accordance with the tariffs as published in advertisements.
- iv. In any event, not to pre-activate any tariff to consumer, optional in nature, without the consent of that consumer.
- v. No change in tariff shall be imposed by the operator unless a prior notice of seven (7) days is served through any of the means specified in sub-regulation (2) of regulation 7 of Telecom Consumers Protection Regulations, 2009 (hereinafter

referred as the “TCP Regulations 2009”) as amended from time to time and the same is placed on the website of the concerned operator.

- 4.6 <Service Provider Name> shall provide detailed billing information (if required / applicable) to their consumers in accordance with License terms and conditions, Regulations / Directives / Instructions issued by the Authority, Code of Commercial Practice and Service contract as approved by the Authority.

**5. Security and Confidentiality of Information:**

- 5.1 The <Service Provider Name> shall make every effort to protect the consumers’ privacy and to assure a secure network for the confidentiality of their information. In addition, <Service Provider Name> shall ensure that no information about consumers use of network or service is made available to any third person other than what is printed and published in service directories, agreed by the consumer or required by any applicable law.

**6. Service Interruption:**

- 6.1 Consumers shall be entitled for uninterrupted services at all times, provided that in case of planned network system enhancements, updates or upgrades, the consumer shall be given thirty (30) days prior service interruption notice by the <Service Provider Name>.

Furthermore, in the case of unforeseen technical interruptions/faults, the <Service Provider Name> shall inform the reasons for the interruption and expected time of restoration of services to the consumer by any means listed in sub-regulation (2) of regulation 7 of TCP Regulations.

- 6.2 <Service Provider Name> shall take all reasonable and necessary steps in providing consumers with adequate arrangements/concessions in case of lengthy outages or service interruption for which due notice was not served.

**7. Service Provisioning:**

- 7.1 Consumers shall be able to select the Operator as well as the available services as per their own choice.
- 7.2 The services shall be provided to consumers in a fair, transparent, efficient and non-discriminatory manner.

**8. Withdrawal of Service:**

- 8.1 <Service Provider Name> shall not withdraw the provision of services or any category of services unless:-
- i. The <Service Provider Name> gives the Authority and affected consumers at least 90 days prior written notice of such withdrawal; and
  - ii. Authority’s prior written approval to such withdrawal is obtained.

**9. Suspension and Disconnection of Services:**

- 9.1 Subject to prior communication of suspension and disconnection policies to the consumers, <Service Provider Name> may suspend or disconnect a rendered service in accordance with their policies.
- 9.2 Without prejudice to the foregoing provisions of sub-regulation (1) of regulation 7 of TCP Regulations, <Service Provider Name> shall give fifteen (15) days prior notice to consumers in case of suspension or disconnection of services, not less than once by any of the following means:
- i. Personal service
  - ii. Registered/courier mail
  - iii. Telephone
  - iv. Fax transmission
  - v. Electronic mail
  - vi. Invoice/bill
  - vii. Short Messaging Service; and
  - viii. Print Media

Provided that the <Service Provider Name> shall clearly communicate the reasons for suspension/disconnection to the consumer along with the actions required on the part of that consumer to avoid such suspension/disconnection.

- 9.3 The <Service Provider Name> shall not suspend or disconnect a service to a consumer on account of which the consumer has paid all the dues, even if the consumer has defaulted in the payment to the <Service Provider Name> in relation to some other service(s).

Provided that the <Service Provider Name> may suspend/disconnect an individual service to a consumer, which are subscribed by that consumer in his own name and the default is not cleared for any one of such connections.

- 9.4 The <Service Provider Name> shall not deny access to emergency numbers to a consumer, where the service is suspended for any valid reason.
- 9.5 The <Service Provider Name> shall restore services to a consumer within twenty four (24) hours when the consumer has taken all remedial steps, to the satisfaction of the <Service Provider Name>, in order to rectify the matter resulting in such suspension or disconnection by the <Service Provider Name>.

**10. Non-payment of Bills and Billing Disputes:**

- 10.1 Standard Contract of Service with the <Service provider name> sets out the terms on which service will be provided. This includes the advice on what he/she should do in the event of a dispute about the bill. If there is any dispute, the consumer must still pay the bill by due date and must notify the <Service provider name> of the dispute and provide the <Service provider name> with all the relevant details as under:
- i. The date and number of disputed invoice, service provided
  - ii. The amount or service in dispute; and
  - iii. The reason for the dispute; and

- iv. Any relevant supporting document
- 10.2 The <Service provider name> shall investigate the dispute. If decided in consumer's favor, the disputed amount will be adjusted in the next month's bill. Non-payment of the bill for two months may result in suspension of service about which consumer will be notified. Services will be terminated if dues are not paid for three consecutive months.

**11. Brands/ Products:**

- 11.1 <Service Provider Name> will provide details/information about its brands/ products in a clear manner to their consumers. The <Service Provider Name> will endeavour to propose to consumers the most appropriate package to meet their expressed needs. Product details as well as any change therein shall also be shared with PTA for information/ record purpose.

**12. Availability of Account Information:**

- 12.1 The <Service Provider Name> shall provide information concerning consumers' accounts.

**13. Billing Information:**

- 13.1 <Service Provider Name>'s billing will be accurate. Billing and other account information shall be available to the consumer for information and can be used to settle any valid complaints. Bill to consumer will be provided free of cost.

**14. Bill Itemization:**

- 14.1 The <Service Provider Name> will provide its consumers with an itemized hard copy bill on request which will bear reasonable charges. Soft copy of itemized bill will be emailed free of cost.

**15. Refund Policy:**

- 15.1 Security deposit paid at the time of installation shall be adjusted in the bill due to be paid and remaining amount/arrears to be paid to the consumer within 30 working days.

**16. Nature of Complaints:**

- 16.1 Notwithstanding anything contained in any procedures provided in any law for the time being in force, the <Service Provider Name> shall entertain complaints of consumers in relation to any service, including but not limited to the following issues:
  - i. Misuse of Services
  - ii. Quality of Service
  - iii. Illegal Practices
  - iv. Poor Services
  - v. Provision of Service
  - vi. Misleading Statements
  - vii. Non-Provision of Service

**17. Complaint Handling Mechanism:**

- 17.1 All complaints, at the first instance, shall be filed with the <Service Provider Name> against whom the complainant has any grievance.
- 17.2 For the purpose stated above, the <Service Provider Name> shall establish and maintain a consumer complaint handling mechanism.
- 17.3 The complaint handling mechanism shall be widely publicized and responsive to consumer complaints in a comprehensive and effective manner.

**18. Modes Of Filing Complaints With Operators:**

- 18.1 The <Service Provider Name> shall establish a round the clock consumer care call center having a dedicated helpline number <write helpline number> for lodging of consumer complaints.

Provided that where a complainant chooses to lodge a complaint in writing through a facsimile, e-mail <provide email address>, internet webpage (provide webpage) form or the post, guidance in this regard shall be extended by the <Service Provider Name> through the consumer manual.

- 18.2 The charges (if any) for consumers when accessing the helpline number shall be approved and not exceed the tariff determined by the Authority.

**19. Procedure For Handling of Complaints:**

- 19.1 Upon receipt of every consumer complaint, the <Service Provider Name> must register the said complaint through the allocation of a unique complaint number, to be communicated to the complainant along with the specific timeframe within which the <Service Provider Name> shall redress consumer grievance as soon as possible but not later than three working days.
- 19.2 An easy to access escalation path shall be set up by the <Service Provider Name>, if required by the Authority, to be followed by the complainant where the complainant is not satisfied with the redressal of the complaint or where no response has been received from the <Service Provider Name> when such complaint is lodged at the first level with the <Service Provider Name>.

**20. Complaints filed with the Authority:**

- 20.1 In the event that the complainant is not satisfied with the redressal of the complaint provided by the <Service Provider Name>, including but not limited to instances where the <Service Provider Name> fails to respond the complainant under sub-regulation (2) of regulation 14 of TCP Regulations within three working days, the complainant shall then file the complaint with the Authority.
- 20.2 Complaints shall be registered with the Consumer Protection Directorate (CPD), Pakistan Telecommunication Authority Headquarters, Islamabad or its Zonal Offices where applicable by the consumers personally or through their representative(s) by post, courier, online or email at [compliant@pta.gov.pk](mailto:compliant@pta.gov.pk) in a manner specified below:
  - i. The name and address of the complainant;
  - ii. The name and address of the <Service Provider Name> against whom the consumer has grievances;
  - iii. The nature of complaint and a brief statement of facts;

- iv. A copy of service contract or agreement pertaining to the complaint, if available;
- v. Proof of previous correspondence/ complaints filed with <Service Provider Name>; and
- vi. Specific relief or remedy sought

- 20.3 Upon receipt of every consumer complaint, the Consumer Protection Directorate or respective Zonal Office will acknowledge the said complaint as soon as possible but not later than three (3) working days through the allocation of a unique complaint number to be communicated to the complainant.
- 20.4 Upon admission of the complaint, the same shall be forwarded by the Consumer Protection Directorate or the concerned Zonal Office to the Service Provider for resolution of the same or for reply in writing, as the case may be.
- 20.5 The <Service Provider Name> shall communicate the redressal status report of the complaint, as directed by the Authority, simultaneously to the concerned consumer and the Authority within the same time limit as specified by the Authority.
- 20.6 Where the <Service Provider Name> is required to submit its reply on a given complaint, the Consumer Protection Directorate or the concerned Zonal Office, as the case may be, shall examine the <Service Provider Name> reply and dispose off the complaint by issuing appropriate order.
- 20.7 If no reply is received from the <Service Provider Name> within the given deadline, the Consumer Protection Directorate or concerned Zonal Office, as the case may be, may call the <Service Provider Name> and/or the consumer for hearing and shall pass an order accordingly which shall be binding on both the parties.
- 20.8 In the event that a complaint filed under sub-regulation (2) of regulation 15 of TCP Regulations reveals general deficiency or systematic inadequacy in the provision of services adopted by the <Service Provider Name>, the <Service Provider Name> shall take remedial steps in respect of all consumers and intimate the same to the Authority.
- 20.9 Without prejudice to the foregoing, the Authority may on its own, initiate appropriate action against <Service Provider Name>, for any activity or activities directly or indirectly, adversely affecting the interests of the consumers.

**21. Turnaround time (TAT) of Complaint Resolution at Licensees' End:**

- 21.1 <Service Provider Name> shall follow the TAT for the resolution of complaints as per KPIs listed vide applicable Regulations, SOPs, License conditions or any directive of Authority/authorized officer of Authority from time to time. A list of non-exhaustive nature of complaints along with proposed TAT against each nature of complaint is given below:

Nature of Complaint	Turnaround Time of Complaint Resolution (Working Days)
---------------------	--

Refund of Amount	15 days
Non Provision of Service in an area/ coverage issues	10 days
Misleading Statements	7 days
Miscellaneous	7 days
Matter related to billing	Maximum 7 days (as per license condition)
Value added services/Packages	5 days
Verification Issues	4 days
Illegal Practices	4 days
Poor Consumer Services	2 days
Quality of Service	Maximum 48 hours (as per license condition)
Fault/Disruption in Services	Maximum 48 hours (as per license condition)
Misuse of Service	24 hours (as per applicable Spam Regulation)
Provision of Services	Maximum 24 hours ( as per license condition)

**22. Consumer Communication and Advertising:**

22.1 The <Service Provider Name> will ensure clear and focused advertising through the following medium:

Electronic media, print media, sign boards, bill boards, sponsorship boards, multi-level marketing, direct sales, dealers and distributions network, e-marketing including SMS marketing, social media marketing, sales conferences, brochures, flyers, handbills, and all other possible sources available in the future.

The <Service Provider Name> undertakes that no unfair advertisement policies shall be adopted by the company.

**23. Dispute Resolution:**

23.1 <Service Provider Name> will be focused on quick and appropriate action necessary to solve the problem and satisfy the consumers. The <Service Provider Name> is committed to quick resolution of formal complaints and will ensure that complaints are handled without bias or prejudice. In this regard, the <Service Provider Name> will ensure the following:

23.1.1 If for some reason, a complaint is not sorted out promptly, consumers can complain in writing.

23.1.2 The <Service Provider Name> will investigate the complaint and take appropriate measures to remedy the complaint and will inform the consumer within 3 working days to apprise him/her of the outcome.

23.1.3 Consumer may be invited for meeting to amicably resolve the dispute.

**24. Fair Commercial Practice:**

24.1 The <Service Provider Name> will never adopt any unfair commercial practices and will always follow the TCP Regulations, Determinations / Decisions / Directions / Instructions issued by the Pakistan Telecommunication Authority.

**25. Publication of Consumer Manual:**

25.1 <Service Provider Name> shall publish a consumer's manual and shall advertise the same in accordance with regulation 17 of TCP regulations.

**26. Directions of the Authority:**

26.1 All Determinations/Decisions/Directions/Instructions etc. issued by the Pakistan Telecommunication Authority in pursuance of TCP regulations shall be binding on the <Service Provider Name> and the consumers.

**27. Force Majeure:**

27.1 <Service provider name> shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure") including without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lockouts, work stoppages or other labour disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof. <Service provider name> obligation to perform shall be suspended for the duration of period of Force Majeure and shall resume as soon as reasonably possible, upon the cessation of the event of force majeure.

**28. Governing Laws And Applicable Statutes:**

28.1 The provision of services by the <Service Provider Name> shall be governed by, and these terms and conditions shall be construed in accordance with, the laws of Pakistan without giving effect to the conflicts of law principles thereof. Moreover, Determinations/Decisions/Directions/Instructions of Pakistan Telecommunication Authority (PTA) the statutory body with the function of regulating the telecom industry in Pakistan issued from time to time shall also be applicable. The following laws are also applicable:

- a) Pakistan Telecommunication (Re-organization) Act, 1996.
- b) Pakistan Telecommunication Rules, 2000 and any other rules issued by Govt. of Pakistan from time to time.
- c) Pakistan Telecommunication Authority (Functions and Powers) Regulations, 2006 and any other PTA Regulations issued from time to time.
- d) Terms and conditions of the license issued to the <Service Provider Name> by PTA.
- e) Telecom Consumer Protection Regulations (TCPR), 2009 and amendments made thereof from time to time.