



**CONSUMER'S CHARTER**  
**FOR**  
**DIGITAL ADDRESSABLE CABLE TV SYSTEMS**  
**for Ordinary Subscriber (Non Commercial subscriber)**

Digicable Network (India) Ltd.

## Document Control

Date	Prepared By (Name)	Reviewed By (Name)	Approved By (Name)
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### Revision History

Revision	Revision Date	Revised By	Approved By	Comments
1.1	05/07/2012	Mahesh Joshi	Sisir Pillai	Incorporated improvements as suggested by Harikesh M. S. and Jitin Rao
1.2	10/07/2012	Mahesh Joshi	Sisir Pillai	Grammatical corrections as suggested by other reviewers
1.3	22/08/2013	Somrita Ghanti	Pushkarraj Bhatawadekar	Updated Name and addresses of Nodal Officers in DAS1 and DAS2 cities.
1.4	16/06/2014	Darshi Bole	Pushkarraj Bhatawadekar	Incorporated status updates, general improvements, & updated name and addresses of Nodal Officers in DAS1 and DAS2 cities.
1.5	18/06/2014	Darshi Bole	Pushkarraj Bhatawadekar	Added Toll Free Number of Bhopal
1.6	01/07/2014	Mugdha Prabhu	Pushkarraj Bhatawadekar	Updated Bhopal Number
1.7	13/10/2014	Mugdha Prabhu	Pushkarraj Bhatawadekar	Updated the Toll Free Number & Complaint Centre Timings
1.8	16/10/2014	Darshi Bole	Pushkarraj Bhatawadekar	Updated Nodal Officer details for Hyderabad, & email ID of Kolkata Nodal Officer
1.9	01/09/2015	Darshi Bole	Pushkarraj Bhatawadekar	Updated Table of Contents and Nodal Officer details for Hyderabad, Duties and Obligations of MSO added.
2.0	28/10/2015	Darshi Bole	Pushkarraj Bhatawadekar	Updated Contact No of Bhopal Office

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Greetings! from Digicable,

You have made an excellent choice, be assured that we shall offer the best of Digital Cable Television services at affordable prices.

In this charter, for the sake of convenience, Digicable Network (India) Private Limited. shall be referred to as "**us**", "**we**" or "DIGICABLE" and the Consumer/Customer shall be referred to as "**Subscriber**" or "**You**".

DIGICABLE currently offers two types of Digital Cable Television services – **Standard Definition ("SD") and High Definition ("HD") services**. SD services are available throughout DIGICABLE's network, HD services are available in the cities of Mumbai & Kolkata (services in other cities to be launched shortly).

SD & HD service require different types of Set Top Boxes to be installed in Subscriber premises.

The availability of services will depend on the technical and operational feasibility i.e. the reach of the network in Subscriber locality.

DIGICABLE also offers Broadband Services and more details of same can be obtained by visiting [www.digicable.in](http://www.digicable.in)

## 1. Contact Details of the Offices of Digicable

Sr	State		City	Tel No.	Fax	Address
1.	Maharashtra		Mumbai & Navi Mumbai	022-42888888	022-42888899	Digi House, B 8, MIDC Marol Industrial Area, Next To MIDC Police Station, Andheri (E) Mumbai – 400 093
2.	Delhi		Delhi	011-45500800	011-45536739	S 23, Ajay Enclave, Subhash Nagar, New Delhi - 110027
3.	West Bengal		Kolkatta and Howrah	033-40060694 /95	033-40060696	3 B, Mansarovar Camac Street Kolkatta – 70001
4.	Andhra Pradesh		Hyderabad	040-40303465	040-40303457	Digicable Network (India) Pvt. Ltd. H.No:6-2-981, 1st Floor, Maruthi Plaza, Adj: Shadan College, Khairatabad Hyderabad-500 004

		Vizag	0891-2528483	0891-2713955	Sridevi Mastermedia Systems, No.B-8, Industrial Estate , Near Birla Junction Visakhapatnam - 530 007
5.	Central Region	Indore	0731-4262000	0731-4262022	Digicable Network India Ltd. 3rd Floor, Shaniwar Darpan Building27, Press Complex, AB Road, Indore- 452008
		Bhopal	0755-6677777 Tollfree 1800 4194004	.	Digicable Network India Ltd. 85, Zone II, M.P Nagar Bhopal – 462 011
		Jabalpur	0761-6555666		Digicable Network India Ltd. Ekta Chowk, Vijaynagar, Jabalpur-482 002.
		Jaipur	0141-2392320	0141-2392321	Digicable Network India Ltd. 8th Floor, Sunny Mart, Jaipur - 302 019
6.	Uttar Pradesh	Allahabad	0532-2560374		Digi Silverline Network Pvt. Ltd. NPA Arcade, 3rd floor, Near Hotel Kanha Continental, Civil lines, Allahabad - 211 001
		Lucknow	0522-4088400		Lucknow 9 Cable Network Pvt. Ltd. 4th Floor, Sagar Trade Centre, Habibullah Estate,Hazratganj Lucknow-226 001.
		Kanpur	0512-3915297		Digi Vishal Kanpur Network Pvt. Ltd. 3rd Floor, Aya Singh Complex 110/187, R. K. Nagar, G T Road, Kanpur-208 012.
		Agra	0562-3106200		Digi Maharaja Cable Network Pvt. Ltd. Hall No. 2, Shop No. 15, Bhawna Tower, Kailashpuri Crossing, Sikandara, Agra

## 2. Terms and conditions for the Set Top Boxes ("STB")

STBs are available under the following schemes:

Sr. No.	Hardware Scheme	Amount*	Rental p.m.	Taxes if any	Refund
1.	Outright Purchase (SD & HD STBs)	MRP = Rs.1,349/- for SD Rs.2,700/- for HD	NA	VAT, as applicable	Not Applicable
2.	Hire Purchase (SD STBs Only)	Rs. 500/- per STB as Down Payment	Rs.35/- per month per STB for 5 years	Service Tax as applicable	**On termination of services before 5 years, the STB must be returned in proper working condition to Digicable  Or Balance EMIs would be paid to Digicable by the subscriber for STB Retention.
3.	Rental (SD STBs Only)		Rs.50/- per month per STB	Service Tax as applicable	**On termination of services, the STB must be returned to Digicable in proper working condition.

\* In addition to all above mentioned offers, activation/installation charges plus applicable taxes to be paid by the subscriber.

\*\*If the STBs are returned in damaged condition repair charges would be levied.

Rates of STB may vary depending on market conditions i.e. Currency rate fluctuations etc.

Additional schemes may be launched from time to time, please visit our website [www.digicable.in](http://www.digicable.in), or contact your Local Cable Operator, for latest offers on STBs.

## 3. Rights and Responsibilities of Subscriber related to STB ownership

STBs are available to the subscriber for family/personal entertainment, every Television set will need a separate STB. It is expected that the Subscriber shall not use the output of the STB to any other device except a Television set (home theatre).

Rates mentioned are for single TV usage, pls. contact us for multi TV requirements

### Rights

**Outright Purchase** – STBs Ownership rests with the subscriber and the same need not be returned to Digicable on disconnection, in case the STB is returned Digicable is not liable to pay any sum for the returned STB.

**Hire Purchase** - STB ownership is retained by Digicable till such time that all the EMIs for the STB are cleared, post payment of all EMI the ownership of the STB shall be transferred to the subscriber.

**Rental** – STB ownership is retained by Digicable, the subscriber is liable to pay repair charges in case of damages beyond normal wear and tear of the STB. In case the subscriber wishes to disconnect Digicable services the STB has to be returned back to Digicable in proper working condition.

### **Responsibilities**

It is the responsibility of the subscriber to take adequate and proper care while using the STB and related accessories. Digicable shall not be responsible for repair of the STB in case of physical & electrical damage.

## **4. Availing Digicable's Services**

To avail Digicable Services and STB, kindly contact your Local cable Operator, Digicable Call Centre or the nearest DIGICABLE office and confirm the availability of Service. On confirmation of availability of service, please fill up the Subscriber Application Form (SAF) with mandatory details. Choose the type of service/s required and the prevailing STB offers.

Kindly submit address proof, photo identification and other related documents. Please ensure that you register at least one mobile number and email address for service related communications. If there is any deficiency in the SAF, the same shall be communicated to you.

Kindly ensure to retain the Customer copy of the SAF with you at all times and produce on request.

The SAF contains a STB Serial Number & Smart card/V C number which you are required to quote in all communications to Digicable.

In case it is technically or operationally feasible for us to provide you with a connection, we shall provide you with a STB within two working days, on receipt of payments and completed SAF. However, if it is technically and operationally not feasible for us to provide you with a connection, reasons for the same shall be communicated within 2 working days.

In an event, the STB is not installed within 2 working days after the completion of all the formalities, a rebate of Rs.15/- per day for the first five days and Rs.10/- per day for a delay beyond five days will be given to the subscriber by the linked cable operator or Digicable, as the case may be.

## **5. Selecting Packages/Channels**

Now that the STB is installed, you need to choose the Packages/Channels that you wish to view.

You may choose the Basic Service Tier (BST) comprising of a minimum of 100 Free To Air (FTA) channels of which 24 are mandated Doordarshan channels. The BST is priced at Rs.100/- per month plus taxes.

Along with the BST, you may select any of the pay channel packages and/or a-la-carte or a combination of both offered by DIGICABLE.

A minimum of Rs.150/- per month plus taxes will be applicable for subscription of pay channels whether as a bouquet/package or a-la-carte or combination of both with or without Free to Air Channels.

In case if any channel which forms a part of the package that you have subscribed to, becomes unavailable on our network then the same shall be substituted with an alternative channel of the same genre and language, else the subscription charges for that package will be reduced by an amount equivalent to the a-la-carte rate of that channel or as per further TRAI guideline. Such reduction shall be effective from the next billing cycle.

We shall give you a prior notice of fifteen days (save and except in cases of natural calamities and reasons beyond our control), before we discontinue the exhibition of any channel. The notice shall be published in the local newspaper and displayed through scrolls on Subscriber TV screen.

## **6. Billing**

Subscriber may also opt for Post Paid or Pre Paid payment options. If the subscriber opts for Post Paid service, kindly note that the bills are to be cleared within the due date mentioned. Failure to do so shall attract a penalty of 12% simple interest till the date of disconnection, which shall be as per Digicable's dunning policy. Kindly note that any subscriber activations done in the first fifteen days of the calendar month shall be billed for the entire month and for activations between 16<sup>th</sup> to the last day of the month the billing shall be done on a pro-rata basis.

In case of Pre Paid option, the subscriber can access information relating to itemized usage charges showing actual usage of service at a reasonable cost. However, it shall not be mandatory for Digicable to provide to the information related to Pre Paid service beyond six months, preceding the month in which the request is made by the subscriber.

The subscriber can request for change in his payment option from pre paid to post paid or vice versa without any extra charge (only twice a year).

Digicable is entitled to bill the subscriber for additional information which the subscriber might request at a displayed rate on Digicable's website and shall be included in his monthly bill.

## **7. Suspension, Disconnection and Reconnection of Services**

### **7.1 Suspension of services**

Subscriber can suspend the services at his discretion provided the same is communicated to the Customer Care Number / Website / DIGICABLE office, directly or via LCO in writing (email or facsimile) in *ADVANCE*. In such instances;

- The Subscriber shall not be charged for any service charges other than Rental and other incidental charges for the STB, if any.
- The period of suspension has to be a minimum one calendar month and cannot exceed three calendar months.
- Any suspension request beyond 3 consecutive calendar months, the STB is required to be surrendered to Digicable by the subscriber. Further the subscriber will have to pay an advance rental for the period of suspension.



- Existing billing rules shall be applicable to all suspension requests

The suspension request is to be communicated *at least 15 days in advance*.

If Services have been disconnected by DIGICABLE or its LCO, no charges other than overdue payments will be payable by the subscriber including STB rentals, if any.

## 7.2 Disconnection of Service

The Subscriber can disconnect the services at his discretion provided the same is communicated to the Customer Care Number / Website / DIGICABLE office, directly or via LCO in writing (email or facsimile) in *ADVANCE*. In such instances;

- Adequate disconnection notice to be provided to Digicable as per TRAI regulations (Currently 15 Days)
- All the dues related to the STB and the services availed are cleared and acknowledgement obtained from Digicable.
- STBs including the accessories provided at the time of installation shall be returned to Digicable (as per the scheme selected by the subscriber) in good working condition

## 7.3 Reconnection of Service

No reconnection charges will be levied upon resumption of services as long as the suspension period falls within the limits mentioned above. Reconnection charges of Rs.200/- will be levied if the suspension period exceeds three calendar months.

## 8 Warranty on Set Top Box (STB)

Warranty on all New/Fresh STB (Including Remote control unit –RCU, power adapter, Smart Card/Viewing Card) is for a period of twelve months from the date of installation or activation at the customer’s premises, whichever is later.

Warranty is applicable under normal working conditions and provided the STB is not tampered with. During the warranty period the STB shall be repaired or replaced within 24 hours of registration of Subscriber complaint at the Customer Care Number / Website / DIGICABLE office, directly or via LCO in writing (email or facsimile).

After the warranty period expires, we shall charge Subscriber a minimum of Rs.300/- towards basic repair charges, other additional repair charges, if any, will be charged extra. Warranty after repairs will be valid for 90 days.

## 9 Quality of signal at Subscriber location

We endeavour to deliver the signals to Subscriber location keeping the following technical parameters in mind.

S No.	Parameters	Value
1.	Maximum and Minimum Carrier Levels	47 dB $\mu$ V min. for 64 QAM 67 dB $\mu$ V max. for 64 QAM 54 dB $\mu$ V min. for 256 QAM 74 dB $\mu$ V max. for 256 QAM

2.	Signal to noise ratio	26 dB min for 64 QAM fall-off-the-cliff 32 dB min for 256 QAM fall-off- the-cliff.
3.	Operating Margin (Noise Margin)	Higher than 4 dB
4.	MER	30 dB (64 QAM) min. 34 dB (256 QAM) min.

These parameters are achieved by us on our trunk and distribution networks. Performance of these parameters can vary from each STB location so much so that it can be different at two locations within the same household due to the nature of the internal cabling within the household.

In such instances DIGICABLE's technician or its LCO's technician will demonstrate the same at the tap off /splitter level that feeds the particular household that the parameters are met and the subscriber will then have to replace the internal cabling at his/her cost.

## 10 Preventive Maintenance

For maintaining the Quality of Service, preventive maintenance is undertaken periodically. To ensure minimum disruption of the services adequate precautions are taken while undertaking such jobs. Normally the preventive maintenance is carried out between 01.00 A.M to 06.00 A.M. However, in case of exigencies maintenance may be carried out during other times.

Prior notice of 3 days will be given on screen if Digicable is to shut down services for preventive maintenance for a period of up to 24 hours and 15 days prior notice if the period is more than 24 hours.

## 11 Redressal of Complaints

Digicable has set up a centralized Helpline no. **1800 212 1217** (toll free) to assist the subscriber should the need arise. This service is available from **09.00 hours to 23:00 hours** every day. Executives will be available to answer Subscriber queries in Hindi/English and the local language of the State.

In addition to the Toll Free number, the subscribers can call at the below mentioned Digicable offices.

For each complaint the Subscriber will be issued a Docket/ticket No. which shall be monitored through a "Web Based Monitoring System"

Complaint centres shall be established, as required, for redressing Subscriber complaints and for addressing service requests by the Subscriber.

Please note that every Complaint Centre is also accessible through our Centralized Helpline number **1800 212 1217**. Subscriber shall be guided to and connected with the complaint centre in Subscriber service area through the Interactive Voice Response System ("IVRS").

All complaints shall be responded to within eight hours of the receipt of Subscriber complaint by us. Complaints received during the night shall be attended to the next day.

Digicable shall appoint a Nodal Officer in every state in which Digicable operates.

## 12 Names addresses and contact details of our Nodal Officers

Sr	Name of Nodal Officer Email id	City	Tel No.	Fax	Address
<b>Maharashtra</b>					
1.	Vikas Kanwar <a href="mailto:vikas.kanwar@digicable.in">vikas.kanwar@digicable.in</a>	Mumbai & Navi Mumbai	022-42888888	022-42888899	Digi House, B 8, MIDC Marol Industrial Area, Next To MIDC Police Station, Andheri (E) Mumbai - 400 093
<b>Delhi</b>					
2.	<b>Manish Sehgal</b> <a href="mailto:manish.sehgal@digicable.in">manish.sehgal@digicable.in</a>	Delhi	011-45500800	011-45536739	S 23, Ajay Enclave, Subhash Nagar, New Delhi - 110027
<b>West Bengal</b>					
3.	<b>Lokesh Agarwal</b> <a href="mailto:lokesh.agarwal@pacenet-india.net">lokesh.agarwal@pacenet-india.net</a>	Kolkatta and Howrah	033-40060694/95	033-40060696	3 B, Mansarovar Camac Street Kolkatta - 70001
<b>Andhra Pradesh</b>					
4.	<b>Sanjay Dubey</b> <a href="mailto:sanjay.dubey@digicable.in">sanjay.dubey@digicable.in</a>	Hyderabad	040-40303465	040-40303457	H.No:6-2-981, 1st Floor, Maruthi Plaza, Adj: Shadan College, Khairatabad Hyderabad-500 004
		Vizag	0891-2528483	0891-2713955	Sridevi Mastermedia Systems, No.B-8, Industrial Estate , Near Birla Junction Visakhapatnam - 530 007

**Central India**

5.	<b>Sameer Prabhakar</b> <a href="mailto:sameer.prabhakar@digicable.in">sameer.prabhakar@digicable.in</a>	Indore	0731-4262000	0731-4262022	Digicable Network India Ltd. 3rd Floor, Shaniwar Darpan Building 27, Press Complex, AB Road, Indore- 452008
		Bhopal	0755-6677777 Tollfree - 18004194004		Digicable Network India Ltd. 85, Zone II, M.P Nagar Bhopal – 462 011
		Jabalpur	0761-6555666		Digicable Network India Ltd. Ekta Chowk, Vijaynagar, Jabalpur-482 002.
		Jaipur	0141-2392320	0141-2392321	Digicable Network India Ltd. 8th Floor, Sunny Mart, Jaipur - 302 019

**Uttar Pradesh**

6.	<b>Manish Sehgal</b> <a href="mailto:manish.sehgal@digicable.in">manish.sehgal@digicable.in</a>	Allahabad	0532-2560374		Digi Silverline Network Pvt. Ltd. NPA Arcade, 3rd floor, Near Hotel Kanha Continental, Civil lines, Allahabad - 211 001
		Lucknow	0522-4088400		Lucknow 9 Cable Network Pvt. Ltd. 4th Floor, Sagar Trade Centre, Habibullah Estate, Hazratganj Lucknow-226 001.
		Kanpur	0512-3915297		Digi Vishal Kanpur Network Pvt. Ltd. 3rd Floor, Aya Singh Complex 110/187, R. K. Nagar, G T Road, Kanpur-208 012.
		Agra	0562-3106200		Digi Maharaja Cable Network Pvt. Ltd. Hall No. 2, Shop No. 15, Bhawna Tower, Kailashpuri Crossing, Sikandara, Agra

In case Subscriber is not satisfied with the redressal of complaint by our Complaint Centre, the Subscriber may approach the Nodal Officer appointed for the State in which Subscriber is being provided our service. Subscriber may send the complaint to the relevant Nodal Officer by a letter in writing, or through telephone (preferably the telephone number which Subscriber has registered with us) or through our web based online complaint filing system.

Our Nodal Officer shall issue an acknowledgement to the Subscriber within two working days of the receipt of Subscriber's complaint and give a unique complaint number.

Our Nodal Officers shall resolve Subscriber's complaint within ten working days from the receipt of the complaint.

## **13 The Broad Terms and Conditions on which we shall offer our services**

### **Definitions and Interpretations**

All the words and phrases used herein below shall have the same meaning and interpretation as that which is assigned to them under the Cable Television Networks (Regulation) Act 1995 as amended and the Regulations issued there under and the Cable Television Networks Rules 1994 as amended.

### **Force Majeure**

If at anytime, during the continuance of the Cable Service, the **Cable Service** is interrupted, discontinued either whole or in part, by reason of war, warlike situation, civil commotion, theft, wilful destruction, terrorist attack, sabotage, fire, flood, earthquake, riots, explosion, epidemic, quarantine, strikes, lock out, compliance with any acts or directions of any judicial, statutory or regulatory authority or any other Acts of God, or Acts of nature or if one or more Channels are discontinued due to any technical or system failure at any stage or for any other reasons beyond the reasonable control of the LCO or Digicable, the Subscriber will not have any claim for any loss or damages against the LCO/ Digicable.

### **Disclaimer**

The LCO/ DIGICABLE will make reasonable efforts to render uninterrupted Cable Service to the Subscriber and make no representation and warranty other than those set forth in this Charter and hereby expressly disclaim all other warranties express or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.

### **Limitation of Liability**

LCO, Distributor and DIGICABLE and the employees thereof shall not be liable to the Subscriber or to any other person for all or any indirect, special, incidental or consequential damages arising out of or in connection with the provision of the Cable Service or inability to provide the same whether or not due to suspension, interruption or termination of the Cable Services or for any inconvenience, disappointment due to deprivation of any programme or information not attributable to any negligent act or omission on the part of Digicable. Provided however the maximum liability of DIGICABLE for any actual or alleged breach shall not exceed the Subscription paid in advance to LCO for such duration of Cable Service, for which the Subscriber had paid in advance but was deprived due to such breach.

### **Indemnity**

The Subscriber will indemnify and hold harmless the LCO and DIGICABLE from all loss, claims, demands, suits, proceedings, damages, costs, expenses, liabilities (including, without limitation, legal fees) or causes of , for the misuse of the Cable Service or for non-observance of the Terms by the Subscriber.

### **Jurisdiction**

All disputes with respect to the Terms between the Subscriber and DIGICABLE shall be subject to Mumbai/Delhi/Kolkata jurisdiction, as the case may be.

### **Miscellaneous**

Above terms are subject to any regulations, notification, tariff order, direction issued by TRAI. If any of the provision of the Terms becomes or declared illegal, invalid or unenforceable for any reason the same will be amended as per the new regulations, notification, tariff order, direction issued by TRAI. Rest of the provisions shall remain in full force and effect and No failure or delay to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof.

N.B. Please Note that this Consumers Charter and the SAF issued to Subscriber shall be read as a whole whilst resolving all disputes and differences that may arise between Subscriber and Digicable.

## **14 Duties and obligations of the MSO**

The duties and obligations of the MSO are mentioned in clause 1,2,3,4,5,6,7,8,9,10,11,12,13 of this Document.

## 15 Glossary

Term	Description
SD	Standard Definition
HD	High Definition
STB	Set Top Box
ST	Service Tax
VAT	Value Added Tax
EMI	Equated Monthly Instalments
SAF	Subscriber Application Form
VC	Viewing Card
FTA	Free To Air
BST	Basic Service Tier
TRAI	Telecom Regulatory Authority of India
LCO	Local Cable Operator
RCU	Remote Control Unit
CPE	Customer Premise Equipment
QAM	Quadrature Amplitude Modulation
dB	Decibels
SNR	Signal to Noise Ratio
MER	Modulation Error Ratio
IVRS	Interactive Voice Response System