

4. **Bajaj Allianz**

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Date: Wed, 12 Feb 2014 14:40:06 +0000
Subject: Draft 15th Amendment to TCCCP Regulations
Dear Sirs

This is regarding the referred press release seeking comments from stake holders.

Along with the our response to the draft of 15th amendment (via e mail), we hereby would like to put forth our concerns and recommendations to the 13th amendment of TCCCP, i.e. *disconnection of all telecom resources, after second notice, of entities on whose behalf commercial transactions have been solicited*, as below:

Before we deal with 15th amendments [proposed] we have our concerns on Regulation 19(11)(b) introduced by 13th amendment which is reproduced herein below:

“(11) If after investigation under sub-regulation (8), the originating Access Provider finds that the unsolicited commercial communication –

(b) has solicited commercial transaction on behalf of a person either on the same mobile number or a different telephone number, it shall, --

(i) if the subscriber of the telephone number or the person or both, referred to in clause (b), belongs to his network, issue notice separately to such subscriber or person,

other than the subscriber making unsolicited commercial communications referred under clause (a), directing them to discontinue sending such communication; and

(ii) in case such telephone number and the person belongs to a different service provider, forward the details of such unsolicited commercial communication to that service provider

who shall issue notice to the subscriber of such telephone number and to the person, referred to in clause (b), directing him to discontinue sending such communication:

Provided that more than one complaint, pertaining to similar unsolicited commercial communication, sent on a particular date, shall be treated as a single complaint:

Provided further that if, after the second notice to a subscriber under sub-clauses (i) and (ii) of clause (b), a complaint is received against such subscriber,

the service provider shall disconnect all telecom resources of that subscriber:

Provided also that a subscriber, whose telecom resources have been disconnected, may file a complaint with the originating Access Provider under the provisions of the

Telecom Consumers Complaint Redressal Regulations, 2012 (1 of 2012).]”

1. Regulation 19(b): The material fact of the regulation 19(11)(b) is that if any person calls from an unregistered telephone line allegedly on behalf of another entity

then not only the telephone line of the calling person gets disconnected but also the telephone resources of that entity on whose behalf the call is allegedly made will be disconnected.

2. As an Insurer (entity) we engage in the sourcing and solicitation of Insurance business via various entities such as our licensed agents. However the mode chosen by the agent on sourcing of business will vary from personal visit to using of distance mode, is solely the decision of the agent.

3. While sourcing of the business it is the agent's responsibility to ensure that they abide by all applicable laws, including the TCCCP regulations of 2010. Hence our agreements with the agents are limited for the purpose of their sourcing and soliciting of business and we do not encourage the violation of any applicable laws, and on the contrary our agreements mandate the agents to comply with all applicable laws including TCCCP regulations 2010. But if any agent is found guilty of violations of any such applicable law, they will have to alone be responsible for and be liable for the actions. Hence we request that merely by soliciting the business on behalf of our company, we as Insurer cannot be held liable for the violation of laws by some other person, including our licensed agents.

4. Our submission to the amendment of TCCCP Regulation 19(11)(b) is the provision of penalising the Insurers for actions not taken by ourselves but for the actions taken by some other person.

Hence, we humbly submit that these amendments may kindly be amended to making the person being liable for making the UCC in the first place, rather than making the Insurer also suffer, for no violations of applicable laws. We further submit that any dishonest and fraudulent person making false representations on behalf of our company, also to be ruled out.

5. We submit that as an Insurer we are liable to our customers for servicing them for claims etc., but we cannot be held responsible for an agent's violation of applicable laws, including those issued by TRAI. Upon violation of any law or guidelines, the agent themselves are to be held solely liable for any such breach.

6. For the reasons stated above we humbly request the authority (TRAI) to kindly relook at the Regulation 19(11)(b) for which we shall be thankful.

7. Further to the proposed draft of 15th amendment to add 19B Regulation, may also be dropped as the same entails in penalising the Insurer for no fault of theirs but for alleged violations by some other entity.

With warm regards
Aseem Goel
Sr. Vice President
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