

RJIL/TRAI/2017-18/166
01st May 2017

To,
Sh. Kaushal Kishore
Advisor (F&EA-II),
Telecom Regulatory Authority of India,
Mahanagar Doorsanchar Bhawan,
Jawahar Lal Nehru Marg, New Delhi 110002

Subject: Counter Comments on Consultation Paper No. 3/2017 on 'Regulatory Principles of Tariff Assessment' dated 17th February 2017.

Dear Sir,

In response to the comments submitted by other stakeholders on the consultation paper on 'Regulatory Principles of Tariff Assessment' dated 17.02.2017, please find enclosed herewith RJIL's counter comments.

Thanking You,
For **Reliance Jio Infocomm Limited,**


Kapoor Singh Guliani
Authorised Signatory



Enclosure: As above.

**RELIANCE JIO INFOCOMM LTD'S COUNTER COMMENTS ON
TRAI'S CONSULTATION PAPER ON
"REGULATORY PRINCIPLES OF TARIFF ASSESSMENT"
(Consultation Paper No 3/2017 Dated 17th February, 2017)**

1. At the outset, Reliance Jio Infocomm Ltd ("RJIL") thanks the Authority for initiating this consultation process for reviewing the regulatory principles of tariff assessment which is essential to keep pace with the evolving technologies and ongoing movement towards convergence of services.
2. RJIL has submitted its views and comments on the questions raised by the Authority in the consultation paper vide its letter dated 21.04.2017. RJIL's key comments are summarised below:
 - a. The Authority should facilitate transparency in tariff offerings by publishing all the tariffs on its website and also providing a compare tool to compare different tariff plans across various telecom operators.
 - b. Regulatory principles for tariff assessment are well defined. There is no need and urgency to revise the same in the current context of converged service offerings.
 - c. There should not be any additional restrictions on promotional offers, from the existing regime.
 - d. Bundled offers and promotional offers are for the greater benefit of consumers. And there should be support and promotion for such innovations which are beneficial to end users.
 - e. The concept of competition and dominant powers may be aligned with the actual experiences in telecom sector and may be derived from the known experiences in telecom sector.
 - f. The relevant market for telecom services in India is Access, NLD and ILD markets, as prescribed in the licence. There is no need of further sub-dividing the markets.
 - g. While moving towards newer technologies, convergence of networks and services, large scale adoption of OTT services which are being offered free of cost, issue of predatory pricing is not relevant in the telecom sector unless a clear case of anti-competitive behaviour is made out.
3. RJIL has had the opportunity to review the comments made by other stakeholders on the subject. In this regard, we submit that we do not agree with certain comments, assertions and rationale put forward by some of the operators' viz. Bharti Airtel Limited ("Airtel"),



Telenor (India) Communications Private limited (“Telenor”) and Idea Cellular limited (“Idea”), jointly referred as “Service Providers”. Submissions of these operators are in contradiction to the existing regulatory framework and are without any rational basis.

4. These Service Providers have asserted that the Authority should continue following the cardinal principles of tariffs assessment viz. Interconnection Usage Charges (“IUC”) Compliance, Non-Predation and Non-discrimination, however they have chosen to present their irrational interpretation of these principles to align with their ulterior motives. We submit that the interpretation and definitions of the cardinal principle of tariffs assessment are well established and do not require a new interpretation.
5. These Service Providers have also indirectly alleged that RJIL is in violation of these cardinal principles despite no proof to the contrary. We submit that RJIL tariffs have been held as compliant by the Authority and although these Service Providers have challenged the Authority’s decisions and RJIL tariffs in Hon’ble TDSAT, they have so far not received any judicial injunction to support their false and malicious statement such as:

“The sector has recently witnessed the violation of these cardinal principles by a new entrant that has been providing free services...”

Strict action is called for against these Service Providers for making such false and baseless allegations and for trying to take over the role of the Authority.

6. These Service Providers have also chosen to reinterpret the existing provisions regarding promotional offers while explicitly stating that there is no need to change the existing provisions. Further, such statements and interpretations are contradictory to the conduct of these Service Providers in the market.
7. These operators have also attempted to bring from backdoor their views on mobile termination charges despite the fact that there is another consultation process underway on the review of IUC charges and views and submissions of all stakeholders are a matter of record.

Specific issue wise counter comments:

A. Provisions governing promotional offers

- i. Some of the stakeholders including the Service Providers have misrepresented that from the Authority’s letters, orders and directions it is obvious that the provisions governing promotional offers mandate that both the availability of promotional offer and the validity of the benefits under a promotional offer should be limited to 90 days. Further some stakeholders have gone to the extent of stating that, it is implicit that there cannot be consecutive or simultaneous promotional offers.



- ii. These Service Providers cite the TRAI advisory issued wide its Letter No. 310-8(7)/2002-Eco dated 19.06.2002, stating that:

“... Accordingly the Authority has decided that the validity of a promotional tariff plan should not extend beyond a reasonable period, say 90 days. Service providers are therefore advised to restrict the validity of promotional packages and / or the benefits offered to customers under such packages on offer to a maximum of 90 days from the date of launch.”

- iii. We submit that this letter was merely advisory in nature and not binding in any manner whatsoever. Even after TRAI’s suggestion of restricting the validity of a promotional tariff plan upto 90 days vide the aforementioned letter, service providers continued to offer promotional schemes for indefinite period. This advisory has been misrepresented by these Service Providers, without going in to the regulatory timeline on the issues pertaining to promotional offer. It is a matter of record that the Authority has deliberated on the issue of promotional offers many times post the issuance of the said advisory and crystallized the provisions governing promotional offers in the direction dated 01.09.2008. These deliberations are detailed below:

- a. In the context of limiting the number of tariff plans offered by access providers, the consultation paper dated 08.03.2004 states in paragraph 3.7 that

“The Authority has therefore restricted the validity of promotional offers to 90 days. Despite this the operators are virtually continuing with the promotional offers for indefinite period with a notional gap after every 90 days period. The flexibility in filing tariffs has therefore resulted in large number of promotional plans also, with potential to make conscious decisions difficult for the consumers.”

It is clear that the Authority has not barred announcing similar promotional offers at the completion of a particular promotional offer (for 90 days). the Authority’s only point was that in such circumstances, the promotional offer may be considered a promotional plan and should be counted in the limit of 25.

- b. The consultation paper dated 29.01.2008 on “Issues arising out of Plethora of Tariff Offers in Access Service Provision” discusses in paragraph 4.7 and 4.8 on the issue of promotional offers.

“4.7. Should the tariff plans offered for subscription for a limited period but available for the customer as a regular plan be also counted as tariff plans for the purpose of application of the cap?”



There are generally two kinds of promotional tariffs. The first category is where both the offer as well as the promotional benefit so available for the customer is valid for a limited period. In the other category the offer may be valid for a period limited to 90 days: but the benefits available to the customers may exceed 90 days and even can be indefinite period just like a regular tariff offer (For example a full fledged tariff plan offered for subscription for a few days). The question is in relation with the second category of promotional tariff plans.

4.8. *Is there a need to regulate or restrict the promotional offers and if so what should be the measures?*

The number and nature of promotional plans also contribute to the confusion in the market. As explained elsewhere in this Paper, they tend to confuse the customers in the sense that they are multiple promotional offers cutting across various tariff plans. Service providers that are part of business houses with interest in multiple sectors and vertically integrated operators can even use the provision of promotional scheme in an unfair and anti-competitive manner. On the other hand, it could be argued that promotional offers are beneficial to the consumers and be allowed without any restrictions.”

These clearly establish that the Authority was aware of the type of promotional offers with validity of benefits exceeding 90 days and the fact that the Authority was not against such offers per se.

- c. Pursuant to the various comments and suggestions from stakeholders and the open house discussions, the Authority issued a Direction dated 01.09.2008, under Section 13 of the TRAI Act, which on the subject of promotional offers directed as follows:

“PART II

B. DIRECTIONS RELATING TO PROMOTIONAL OFFERS

(2) All access Service Providers shall, while publishing their promotional offers to public, specify therein-----

- (a) The eligibility criteria for such promotional offer;*
(b) The opening and closing dates of such promotional offer (within the existing limit of ninety days);”

- iv. In view of the above, RJIL submits that a proper interpretation of the letter No. 310-8(7)/2002-Eco dated 19.06.2002 and **the direction dated 01.09.2008 with respect to promotional offers does not bar the service provider from either offering simultaneous or consecutive promotional offers, nor does it bar it from offering the benefits with validity more than 90 days.** Further, it is evident from the above



discussion that the Service Providers have been following the practice of offering benefits of promotional offers for a duration longer than 90 days and the Authority is cognizant of the same.

- v. **The Service Provider's own conduct is contradictory to their assertions**, as Airtel, Vodafone and Idea continue to offer promotional offers with validity of benefits exceeding 90 days. Copies of some of these offers are enclosed in the **Annexure**.
- vi. It is pertinent to mention that the Service Providers and COAI have hitherto maintained the stand that there is no need to regulate or restrict the promotional offers and the duration of the benefits that accrue to the customers under such Promotional Offers. Some of the comments from M/s Bharti Airtel Limited and COAI are reproduced below:

- (a) M/s Bharti Airtel Limited in its comments submitted to the Authority in response to Consultation Paper dated 29.01.2008 on "Issues arising out of Plethora of Tariff Offers in Access Service Provision" supported that acquisition promotions should be restricted for a period of 90 days **irrespective of the length of the benefits that accrue to the customer**. Relevant extracts of comments of M/s Bharti Airtel, as available on TRAI's website are reproduced below for ready reference:

"All promotional offers could be categorized as acquisition promotions or rewards programs. Acquisition promotions should be restricted for a period of 90 days irrespective of the length of the benefits that accrue to the customer. Rewards programs are generally short term in nature and benefits also are restricted to the 90 days limit. All promotional offers whether for acquisitions or rewards should be out of the ambit of the cap of 25 plans.

Further, service providers should have the option to regularize promotional plans immediately after the expiry of the 90 days period as a regular tariff offering and once this is exercised, the plan should come under the cap of 25 plans. In the case of lifetime validity plans, service providers should also have the flexibility of running promotions beyond 90 days."

- (b) Association of the Service Providers i.e. COAI in its comments to said consultation paper has also supported the view that Promotional offers are consumer friendly and there is NO need to regulate or restrict the promotional offers. Relevant extracts of COAI's comments are as follows:

"Promotional plans are primarily offered to the subscribers, during special occasions/festival etc., keeping in mind criteria such as subscriber needs, usage profile, etc. The incentives offered under promotional plans vary, and include aspects such as Rebate in rental, reduced STD/ISD charges, free SMS, free



pulses/talk time, waiver of activation fee/security deposit, benefits in terms of free talk time, free Internet access, free or concessional VAS, free gifts, eligibility to win prizes such as cars, handsets, FMCG products etc.

As listed above, the promotional plans extend various benefits to the customers and should hence be allowed without any restrictions. The Promotional Plans are a reflection of the competition and interfering with them would curtail the flexibility to address the increasing demands of the subscribers and their specific and ever changing usage requirements. A restriction on promotional offers will amount to interference with market forces.

We are also of the view that consumers may NOT be happy with any restriction on the promotional plans.

In light of the above, we would like to submit that there is NO need to regulate or restrict the promotional offers."

- vii. It is matter of record that the Authority has not put any restriction on the promotional offers including the duration of benefits under the promotional offers offered by various telecom services providers. The service providers have enjoyed full benefit of this regime for last 15 years. Now, that they have cornered more than 60% of the market, they are advocating to put restrictions on Promotional Offers of new entrants to stifle competition and deprive the consumers of the benefits of new technology and services.

B. Misinterpretation of IUC Compliance, Predatory pricing, and the concept of the relevant product market in telecom sector

- i. The Service Providers have submitted that predatory pricing is mere and plain below cost pricing of the services while linking the costing to IUC Compliance. The Service Providers have also asserted that predation can be carried out by any player in the market irrespective of whether it is a new player or on entrenched player with dominant market presence. Further the Service Providers have gone on to suggest that the relevant product market in telecom can be fragmented on the basis of prepaid-postpaid, Voice-Data, 2G-3G-4G data and so on.
- ii. We submit that such wild interpretations are not only bereft of any rational basis but these also cannot find feet in any jurisprudence across the world, leave alone India. These Service Providers have, typically, made submissions that are not oriented towards welfare of the sector but only serve their momentary self-interests.



iii. Market dominance and predation are well established principles in competition laws across the world. None of them would support any of the arguments being made by these Service Providers. The Authority may review principles of dominance which clearly lay out the conditions that are required to be met to establish predation.

iv. IUC Compliance:

- a. RJIL submits that IUC compliance is being misrepresented as the requirement to meet the termination charges obligations on per call basis, which is a wrong interpretation as if this was so then all tariff plans/Special Tariff Vouchers ("STV") offering discounted or free off-net calling are non-compliant.
- b. It is a matter of record that there is no floor price stipulated in the TTO for voice calls. In respect of SMSs, the Authority has prescribed a floor in Schedule XII of the TTO which prescribes that in the event that more than 100 SMSes per day are offered, there must be a minimum charge of 50 paise per SMS beyond the 100 SMS.
- c. It is further submitted that in any event IUC charges have not been prescribed as the floor charge for local calls by the Authority. Cellular mobile telecommunications tariffs are under forbearance since 2002 as per Schedule II to the TTO. Further, the Authority has specifically not set any floor tariff under the TTO. If IUC was to act as a floor for voice calls, then there is no relevance of forbearance and if it was contemplated that tariff for voice calls cannot be lower than the IUC, it would have been specifically prescribed by the Authority in the TTO. It is a clear position of law that, under Section 11(2) of the TRAI Act, the Authority can notify rates for telecommunication services only by an "order" notified in the Official Gazette. The legislation requires the Authority to specify tariffs "by order" so as to afford clarity and certainty to service providers, and also to subscribers of such services. As set out above, the order (i.e., the TTO) does not prescribe any floor rate for voice calls and the tariff is left under forbearance.
- d. Further, we submit that the IUC consists of three components, viz. Origination, Carriage and Termination charges. As per the prevailing IUC Regulations, Origination charges are under forbearance, domestic carriage charges are prescribed at ceiling of Rs. 0.35/min and termination charges for wireless to wireless calls is at Rs. 0.14/min. Termination charge for all types of SMS is prescribed as Rs 0.02/SMS and for Transactional and Promotional SMS, over and above the said SMS termination charge of Rs 0.02/SMS, additional Transactional/Promotional charge of Rs 0.05/SMS is applicable.



- e. It is submitted that if the interpretation as taken by the service providers i.e. IUC acting as a floor would be taken, then it would be contrary to industry practice where packages bundling voice calls local and NLD, SMS and data usage have been routinely offered by service providers, and even services such as SMS have been offered at a tariff lower than the corresponding termination charge specified by the Authority.
- f. It is pertinent to mention here that that the Termination charges is not just an item of cost but is also an item of revenue. **It is a zero sum game.** With a reasonable subscriber base, the incoming and outgoing traffic more or less balances out and the IUC charges have no impact on the overall cost of providing voice services.
- g. For a new entrant, during initial phase, there is bound to be traffic imbalance between incoming and outgoing calls, however, this balances out and approaches the average industry pattern over a period of time and with substantial subscribers.
- h. It is submitted that the principle of IUC compliance is that the IUC should be paid to the telecom service provider on whose network the call is terminating. Under IUC compliance, the intent is that the operator is complying with its IUC payment obligations. It is not a regulatory principle that the operator must recover the IUC charges from its subscribers in order to meet this obligation, either on a call by call basis or in the aggregate. The fields of tariff fixation by the Authority and the maintenance of effective inter-connection between different service providers operate in different spheres. Thus, RJIL submits that free voice calls is not in any manner inconsistent with the regulatory principles of IUC compliance so long as the operator continues to pay interconnection charges.

v. Relevant Product Market in Telecom Sector

- a. The Service Providers have submitted that the relevant product market in telecom should be much more fragmented than the already well-defined markets. They have thrown up fragmentations like 2G/3G/4G, Voice/Data, Broadband/Narrowband etc.
- b. We submit that these classifications have no legal and rational basis. We reiterate that the Interconnect Regulations classify the Services for the purpose of Significant Market Power ("SMP") as cellular mobile services and there is no further sub-division. This classification is brought out in the Telecommunication Interconnection (Reference Interconnect Offer) Regulation, dated 12.7.2002, stating that



“3.3 A Service Provider shall be deemed to have significant market power if it holds a share of 30% of total activity in a licensed telecommunication service area. These Services are categorized as Basic Service, Cellular Mobile Service, National Long Distance Service and International Long Distance Service.”

- c. In TRAI Recommendations dated 28.08.2007 on “Review of license terms and conditions and capping of number of access providers”, TRAI extensively dealt with the concept of market definition in the context of Merger, Acquisition and Transfer (which is essentially nothing but competition and dominance) with particular reference to the relevant sections of the Competition Act, 2002 and the concept of Assessment of Market Power and concluded that *“The relevant services market be defined as wireline and wireless services”*. What is relevant for the purpose of competition and dominance in mergers and acquisitions is equally and squarely valid and relevant in determining relevant market and dominance for predation which also in essence deals with anti-competition and the same should be considered.
- d. The licenses issued by the Government of India categorize the services as Cellular Mobile Services. The Unified License is issued permitting the provision of following services: (A) Access Services (Chapter VIII); (B) Internet Service (Chapter IX); (C) NLD Service (Chapter X); (D) ILD Service (Chapter XI); (E) PMRTS Service (Chapter XIII); (F) VSAT CUG Service (Chapter XIV); (G) INSAT MSS – R Service (Chapter XV) and (H) Resale of IPLC Service (Chapter XVI). Chapter VIII, which deals with Access Services covers - *collection, carriage, transmission and delivery of voice and or non-voice messages which includes internet telephony, internet services, including IPTV, broadband services and triple play (voice, video and data)*. It is therefore submitted that wireless voice and wireless broadband services are part of Cellular Mobile Services under the broader category of Access Services in the said license. Cellular mobile services have been licensed under one composite license by the DoT under the broader category of Access Services. It is relevant here to mention that the license itself mandates digital services and therefore technology blurs any attempt to draw artificial distinctions or sub-divisions within the cellular mobile services.
- e. Technology wise fragmentation of relevant market would be irrational as the new technologies 3G, 4G etc. are used for the purposes of same services and are used interchangeably depending on networks of operators. There is no minimum data transmission speeds in 3G and 4G technologies and these technologies are also capable of transmitting at lower data speeds. Further, the licenses and spectrum are also technology neutral.



- f. The Competition Act, 2002 defines the “relevant product market” in Section 2(t) and Section 19(7), which further amplifies the factors that are required to be considered when determining the relevant product market. Applying these provisions and settled competition law principles of identifying a relevant market, including demand and supply side substitutability, it is submitted that the relevant product market would be the cellular mobile services market.
- g. Further, international competition authorities and enforcement agencies have also consistently defined the market for telecommunications services as a whole to include all **cellular mobile telephony services** rather than further subdividing them. For example, the E.U. competition authority has consistently defined the market as market for mobile telephony services, as set out in the following decisions:

1) **M.7758 Hutchison 3G Italy / Wind / JV, 1/9/16**

“In previous decisions, the Commission did not define separate markets for retail mobile telecommunications services according to the network technology used (2G, 3G or 4G) in view of the limited customer differentiation between different types of technologies and the fact that, in those cases, all MNOs offered a combination of mobile services over networks using all technologies.” (para 135).

2) **M.7612 Hutchison 3G UK / Telefonica UK, 11/05/16**

“In previous decisions the Commission rejected a finding of separate markets for the provision of retail mobile communication services according to the network technology used (2G, 3G or 4G) in view of the limited customer differentiation between different types of technology and the fact that, in those cases, all MNOs offered a combination of mobile services over networks using all technologies.” (para 259).

“The Commission notes that, in the United Kingdom, voice communication, SMS/MMS and data services are often provided together in the same mobile subscription. Ofcom data shows that most mobile telecommunications subscriptions are sold as a bundle with voice, data and unlimited SMS/MMS, while mobile broadband only subscriptions still account for about 5% of the total number of mobile subscriptions... Therefore it does not appear appropriate to distinguish separate markets on the basis of the type of service, as all services are normally provided jointly and the parameters of competition are the same for all types of services. Therefore, in line with previous decisions, for the purpose of the present case, the Commission concludes that no separate markets should be defined for the provision of voice, SMS/MMS and data services.” (para 263) (Emphasis supplied)



- 3) **M.8131 Tele2 Sverige/TDC Sverige 7/10/16**
"In the present case, the majority of the respondents to the market investigation agreed with the Commission's past finding that the retail market for mobile telecommunications services should be defined as an overall market without further segmentation." (para 14)
- 4) **M.7637 Liberty Global / BASE Belgium, 4/2/16**
"Finally, although some respondents noted the emergence of data-only demand or supply, the market investigation generally indicated that overall, all types of mobile telecommunications services fall within the same market." (para 41)
- 5) **M.7499 Altice / PT Portugal, 20/04/15**
"More recently, in H3G/Telefónica Ireland, the Commission also concluded that there is a single market for the provision of mobile telecommunications services to end customers in Ireland and that in this Member State there are no separate markets by type of customers (such as business and residential), by technology (such as 2G, 3G and 4G), by type of service (i.e. voice, mobile broadband and machine to machine) or by type of contracts (such as pre-paid and post-paid)" (para 65).

h. Thus it can be clearly concluded that there is no need to further divide the relevant markets already defined by the Authority and DoT as Access, NLD and ILD markets.

vi. **Predatory pricing and Market dominance and relevant product market:**

- a. We submit that in the jurisprudence governing competition law, market dominance in a relevant product market is intrinsically linked with predatory pricing and both cannot be separated. However, the Service Providers are stating that predatory pricing has no relation with the dominance in market.
- b. RJIL submits that in a hyper-competitive market, where entrenched players have significant market power in all service areas, the possibilities of predatory pricing are heightened and the regulatory oversight must be cognizant to such attempts.
- c. We submit that although the term "dominance" has not been defined in the TRAI Act or the regulations thereunder, however, the Authority has delved extensively on the concept of Significant Market Power in the context of interconnection regulation. Significant Market Power (SMP) was defined by the Authority in the "The Telecommunication Interconnection (Reference Interconnect Offer)" Regulation, dated 12th July 2002", as follows:



“3.3 A Service Provider shall be deemed to have significant market power if it holds a share of 30% of total activity in a licensed telecommunication service area. These Services are categorized as Basic Service, Cellular Mobile Service, National Long Distance Service and International Long Distance Service.”

In the said regulations, Activity has been defined as follows:

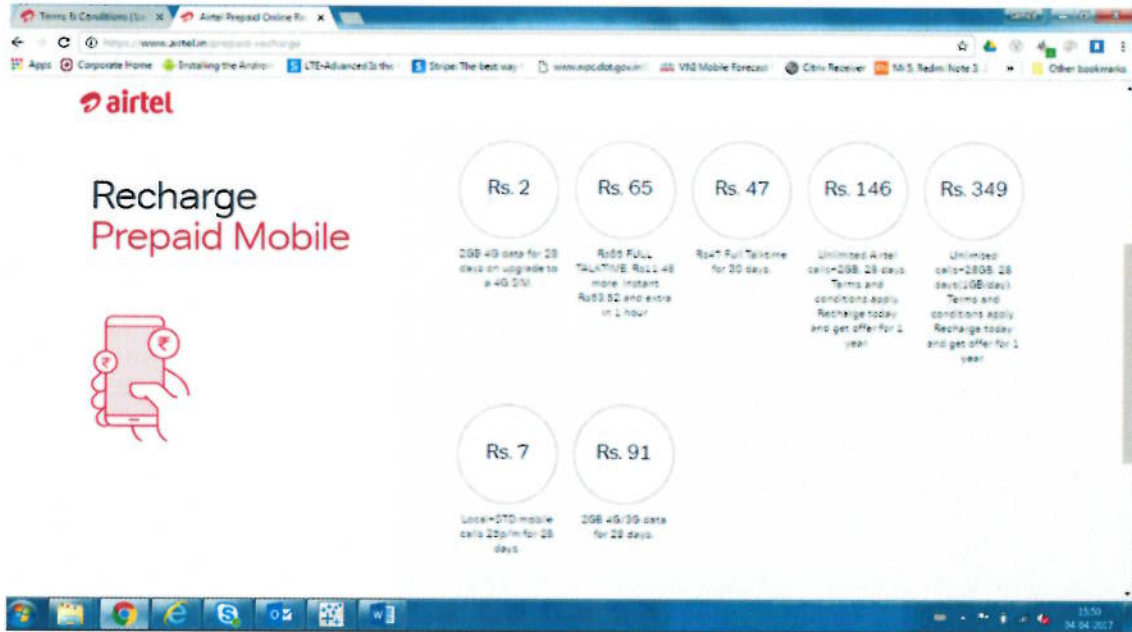
“Activity” would mean and include any one or more of the following:

- (a) Subscriber base*
- (b) Turnover*
- (c) Switching Capacity*
- (d) Volume of Traffic*

- d. We submit that Dominant player and Significant Market Power can be treated interchangeably and this definition of SMP is sufficient to define dominance in a relevant market. In Competition law jurisprudence, a firm is in a dominant position if it has the ability to behave independently of its competitors, customers, suppliers and, ultimately, the final consumer. A dominant position may also be enjoyed jointly by two or more independent economic entities being united by economic links in a specific market. This situation is called collective (or joint or oligopolistic) dominance.
- e. In the European Union (EU), a dominant position relates to a position of economic strength enjoyed by an undertaking which enables it to behave to an appreciable extent independently of its competitors, customers and ultimately of its consumers. The EC equates dominance with substantial market power, the assessment of which is based on the degree of competitive constraint exerted on the undertaking in question. (See *United Brands v Commission*, 27/76 [1978] ECR 207.)
- f. The European Commission in its Guidelines on Significant Market Power (2002/C 165/03) has held that a firm has significant market power if, either individually or jointly with other firms, it has a position that allows it to behave in a way that is appreciably independent of its competitors and customers. The Guidelines have listed out ‘**Market Share**’ as one of the major factors to be considered in determining whether a firm has significant market power or not.
- g. From the above, it can be fairly concluded that the extant SMP definition contained in IUC Regulations can be taken as synonymous with “dominant position” in a relevant telecom market and the consequent possibility of ‘abuse of dominance’ and predatory pricing in the market.



Annexure: Examples of promotional offers with validity of benefits beyond 90 days



The screenshot shows the Airtel Prepaid Online Recharge website. The main heading is "Recharge Prepaid Mobile" with an icon of a hand holding a smartphone. Below this, there are seven promotional offers arranged in two rows:

- Rs. 2:** 200 4G data for 28 days on upgrade to a 4G SIM.
- Rs. 65:** Rs65 FULL TALKTIME, Rs11 48 more Instant Rs33 52 and extra in 1 hour.
- Rs. 47:** Rs47 Full Talktime for 28 days.
- Rs. 146:** Unlimited Airtel calls=200, 28 days. Terms and conditions apply. Recharge today and get offer for 1 year.
- Rs. 349:** Unlimited calls=200, 28 days(1GB/day). Terms and conditions apply. Recharge today and get offer for 1 year.
- Rs. 7:** Lock+STD mobile calls 20p/m for 28 days.
- Rs. 91:** 200 4G 3G data for 28 days.



Free Data
for 12 months, worth Rs. 9,000

SWITCH TO AIRTEL 4G >

780 8888

The advertisement features a woman in a brown top holding a red smartphone. The phone screen displays "FREE DATA 12 MONTHS".





iPhone 7

**GET 10 GB/MONTH
FOR 12 MONTHS ON
iPhone 7 & iPhone 7 PLUS
WITH MYPLAN INFINITY**

To avail this exciting offer, [click here](#).

[Click here](#) to check the Infinity plan that best suits your needs.



[Know more](#) about this offer.



 **airtel**
business

**UNLIMITED CALLS WITH
FREE DATA FOR 12 MONTHS**

Only on Corporate Postpaid Infinity plans.
Price starting 549/-



Download my airtel app
to claim free data

T&C apply



BONANZA OFFER

Just @ ₹346* for existing Idea customers.

Dial *1219, visit My Idea App or the website for your best offer.

Buy now

28 GB DATA

UNLIMITED LOCAL & STD CALLS

FREE MUSIC, MOVIES & GAMES APPS

Sign up now and get the offer for 12 months.

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An idea can change your life.

UNLIMITED LOCAL & STD CALLS

UNLIMITED DATA

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Sign up now and get offer for 12 months

Idea Ultimate | x Ultimate Plan | x Talk Time Plan | x Ultimate Plan | x Jo Central | x https://jo-c... | x

w.ideacellular.com/customer/postpaid/combo-plans/mumbai/idea-ultimate-1149

Refer to the terms and conditions for more details and unique numbers for whom this offer is available. (landline and STD and/or ISD calls) or average duration of incoming calls per day less than 15 minutes during a week or outgoing > 500 min OG/day. Wherever Idea Ultimate plan provides any unlimited calling facility, and your use is determined by Idea to fall within commercial/non-retail use, then plan tariff will be charged beyond the Fair Usage Policy.

- Blackout Days Year 2017: No Free or discounted SMS will be available on the following days between 00:00 hours to 24:00 hours, your regular tariff plan i.e. Regular SMS charges will be applicable as per the rates in the tariff plan on the following days: - 1-Jan-17 (New Year) 28-Mar-17 (Gudi Padwa) 18-Oct-17 (Prior Diwali) 19-Oct-17 (Diwali) 31-Dec-17 (New Year Eve)
- Please note that your new plan will be changed in few hours and you shall receive SMS as confirmation when the change is implemented. Upon plan change you will be charged the rental for the new plan for full day and your tariff would change after you receive confirmatory message about plan change. Also, your roaming benefits will change as a part of new plan, you may contact our touch point for more detailed information.
- Safe Custody Scheme: Services to the SIM card will be discontinued in case of absence of an Activity, i.e. no Voice or Video OG or IC or an OG SMS or a Data upload or download or VAS usage. A facility of safe custody is available by paying Rs. 150 which is valid for 3 months or part thereof. During safe custody period customer shall not be charged any rental or usage charges and the number will not be disconnected despite no usage. In an event where customer has paid advance rental, the subscription shall continue for the period for which advance rental is paid. Customer can request for restoration of number within the Safe Custody period and in such an event the number shall be activated in 24 hours.
- ***Incoming roaming free on IDEA network for next 6 bill cycles for all customers acquired between 1st January 2017 to 31st March 2017**
- Postpaid Customer will get benefit on pro rata basis if 2G pack change or activation/deactivation is done in mid bill cycle (excludes Unlimited Plans)
- If Ultimate plan is activated in the middle of the month then customer will get pro rata benefits on data & plan rentals also will be charged on pro rata basis (excludes Unlimited Plans)



Get additional free Data on your new 4G Smartphone

What's better than
a new 4G mobile phone?

A year of FREE data!

