

## Exclusions and Program Review:

Global Warranty Group administers and provides the handset coverage program for the customers of Cellular One of East Texas. Global Warranty Group reserves the right to deny any claim in the event that lost or stolen equipment is not initially accompanied by a complete police report. This Plan does not cover wear and tear, gradual deterioration, or damage sustained during regular use. We will NOT COVER loss caused directly or indirectly by any of the following (such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss):

### Exclusions

- We will not pay for Loss caused directly or indirectly by any of the following. Such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.
- A. Nuclear Hazard, meaning any weapon employing atomic fission or fusion; or nuclear reaction or radiation or radioactive contamination from any other cause.
  - B. War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellions, terrorism, revolution, usurped power of action taken by government authority in hindering or defending against any of these.
  - C. Governmental action, meaning seizure or destruction of property by order of governmental authority.
  - D. Indirect Loss, meaning any delay, failure of market, failure of use or any other consequential Loss, interruption of business or inconvenience; an increase of Loss caused by or resulting from the delay in replacing Covered Product due to the interference at the location of repair or replacement by strikers, other persons or any other cause.
  - E. Loss due to acts caused by or resulting from rodents, insects, vermin or other animals.
  - F. Loss due to the intentional parting of Covered product by You or anyone entrusted with the property.
  - G. Failure due to obsolescence, including technological obsolescence of the Covered Product.
  - H. Intentional, dishonest, fraudulent or criminal acts by You, any of Your authorized representatives, anyone You entrust with the property and any of their family members, or anyone else with an interest in the property for any purpose, acting alone or in collusion with others.
  - I. Failure caused by cosmetic change (custom faceplates) or change or enhancement in color, texture, finish, expansion, contraction, or any cosmetic damage of Covered product however caused, including, but not limited to, scratches, marring, and cracked housing or casing that occur to Covered Product that does not affect the mechanical or electrical function of the Covered Product.
  - J. Failure resulting from faulty repair, adjusting, installation, servicing, or maintenance.
  - K. The discharge, dispersal, seepage, migration, release or escape of Pollutants.
  - L. Unauthorized repair or replacement.
  - M. Preventative maintenance or preferential adjustments.
  - N. Use of the Covered Product in a manner for which it was not designed or intended by the manufacturer, or failure to follow the manufacturer's installation, operation or maintenance instructions.
  - O. Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Covered Product, or recall by the manufacturer.
  - P. Loss to batteries (unless damaged as part of wireless telephone Loss), antennas, external housing or casings that do not affect the mechanical or electrical function of Covered Product.
  - Q. Covered Product whose Serial Number, IMEI, HEX or ESN has been altered, defaced or removed.
  - R. Failure due to normal wear and tear, gradual deterioration, inherent vice or latent defects.
  - S. Loss during the Waiting Period or arising out of an occurrence during the Waiting Period.
  - T. Contraband or property in the course of illegal transportation or trade.
  - U. Any antenna or wiring that is attached to, or protrudes from, or is on the exterior of any vehicle or watercraft.
  - V. Property in transit to You from a manufacturer or seller that is not the Authorized Service Facility.
  - W. Any accessories.
  - X. Loss that is recoverable under the manufacturer's warranty.
  - Y. Loss that occurs during a period of suspension of service from the Communication Service Provider (other than a suspension related to Your reporting obligations under this Contract) until Your account with the Communication Service Provider is brought to active status.
  - Z. Loss due to the Communications Service Provider's inability to provide adequate service for wireless telephone use.
  - AA. Covered Products not readily available in the United States through Communication Service Providers (overseas unlocked phones).

### Additional Terms and Conditions

- A. No person or organization, other than You, having custody of Covered Product will benefit from this coverage.
- B. You may not transfer this Contract.
- C. This coverage is void in any case of fraud, intentional concealment or misrepresentation of a material fact, at any time, concerning:
  1. this coverage;
  2. the Covered Product;
  3. Your interest in the Covered Product; or
  4. a claim under this Contract
- D. You will not be entitled to receive cash in lieu of actual repair or replacement equipment.
- E. If the Claim Center is unable to repair Contract Holder's Covered Product the Claim Center will replace it with equipment of like kind or quality. It is at the sole discretion of the Administrator to replace the Covered Product with a new or remanufactured unit.
- F. Replacement equipment may not be exchanged, returned or replaced for any reason other than the inability to properly activate the replaced equipment as determined by the Authorized Service Facility.
- G. This Contract will be voided if the Covered Product's Serial Number, IMEI, HEX or ESN has been altered, defaced or removed.
- H. This Contract will be voided if the Covered Product's exchange is not registered with the Administrator.
- I. This Contract will be voided if the Contract holder cancels the deductible payment.
- J. The Contract holder will be responsible for all shipping costs of the Covered Product to the Authorized Service Facility.

### Limits of Liability

- A. The Claim Center will not pay more than the replacement value of the Covered Product, not to exceed one thousand dollars (\$1000), less the applicable deductible, for replacement due to Loss or damage to the Covered Product for any one enrolled Contract Holder.
- B. A maximum of 2 (two) repairs or 1 (one) replacement for Loss will be allowed per Covered Product. More than 2 (two) claim occurrences per 12 (twelve) month period will cause cancellation from the Program.
- C. This Contract will be automatically renewed if the Covered Product is replaced. The monthly service fee billing will continue and a new waiting period will begin on the date the Covered Product is replaced.

If you have questions, please refer to the complete version of the Terms and Conditions.

*We do more for you!*

**CELLULARONE<sup>®</sup>**

of East Texas

**Wireless  
Protection  
Program**



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## Wireless Protection Program

Think about how important your phone has become to you each and every day, and then stop to consider what would happen if it were lost, stolen, or broken. Consider too what it would cost to replace it. For just pennies a day, your wireless phone can now be protected from most cases of loss, theft, water damage, fire and vandalism! This plan covers things that a manufacturer's warranty does not.

The Wireless Protection Program from Cellular One of East Texas is available for a monthly charge that can easily be added to your wireless monthly statement, and includes the following:

- \$4.99 per month covers the phone, a standard battery, and a standard home charger.
- A low \$25.00 - \$75 deductible per claim, based upon the value of the phone.
- Coverage is available for Personal Digital Assistants (PDA's).
- An additional \$25 deductible will be charged for any claim occurring within the first 90 days.

### How to file a claim:

In order to process a claim on the first call, the following information is needed. To avoid any delay, please insure the following:

- The person calling in the claim must be listed on the contract.
- Make sure you know the manufacturer, model name and number of wireless telephone.
- You will need to call Customer Care at (866) 240-8121.

### To file a claim for a Broken wireless phone or equipment please:

- Call CellularOne of East Texas Customer Service at (866) 240-8121.
- During the claims process the customer service representatives will take credit card information to collect the appropriate deductible. If a credit card is not available you will be instructed how to mail in certified funds.
- You will be instructed where to send broken phone for repair.
- You are responsible for shipping costs to send the broken unit to the Authorized Repair Facility.
- The Authorized Repair Facility will bear the cost of shipping the repaired/replaced unit back to you.

### To file a claim for a Lost or Stolen wireless phone or equipment please:

- Contact Cellular One of East Texas customer service at (866) 240-8121. and suspend your service.
- Report incident to police, obtain a police report number and copy of the police report.
- Please fax copy of police report to: (877) 220-8501. Please make sure your name and wireless phone number are included on the fax.
- If a physical copy of police report is not available, you are required to get: Police Dept. telephone number; Officer's name; Officer's badge number and Report number. Call the customer service claims center at (888) 535-2181.
- During the claims process a customer service representatives will take credit card information to collect the appropriate deductible. If a credit card is not available you will be instructed how to mail in certified funds.

The claims department will do everything to ensure that you are not without your wireless phone any longer than necessary.

**Questions?** Call Customer Care at (866) 240-8121.

*\* Deductible applies per occurrence with limit of two occurrences per year. Monthly fee is not prorated. If coverage is added after original service start date, a 30-day wait period applies before a claim can be filed. Replacement phone is same or comparable refurbished model.*