

## SEARS PROTECTION AGREEMENT TERMS & CONDITIONS

This Sears Protection Agreement ("Agreement") is a legal contract that describes the terms and conditions of the Protection Plan that you have purchased. Obligations under this Agreement are backed by the full faith and credit of the Obligor. Please retain this document along with your receipt as proof of ownership. Your receipt indicates the type of Plan that you purchased. **There is no deductible for services** covered under this Agreement.

### **This is not a contract of insurance.**

The term "Covered Product" refers to the product(s) that this Agreement was purchased to cover. The term "Protection Plan" refers to the Master Protection Agreement ("MPA") and/or the Repair Protection Agreement ("RPA"). The terms "you" and "your" refer to the purchaser of this Agreement. The terms "we", "us" and "our" refer to the Obligor. See Section 18 below for Obligor.

The following sections apply to all Protection Plans under this Agreement. Please read it carefully to understand your rights and our obligations under this contract. Please refer to the state specific section at the end of this contract as the laws of your state may provide you with additional rights. Certain limitations apply. See Section 13 for coverage exclusions.

1. **LENGTH OF COVERAGE.** Coverage begins on: (1) the date this Agreement was purchased for the Covered Product(s); or (2) the date you took possession of the Covered Product. **This Agreement expires on the date set forth in your sales receipt, Agreement certificate or as otherwise stated within this Agreement ("Term").**
2. **COVERAGE FOR REPAIRS.** We will directly pay on your behalf the cost of parts and services that are needed to maintain the proper operating condition of your Covered Product including repairs necessary due to normal wear and tear. Repair services will be performed by a qualified repair technician ("Sears Repair") designated by us.
3. **COVERAGE FOR REPLACEMENT.** We have the sole right to determine whether a Covered Product will be repaired or replaced. **If we determine that a Covered Product is not repairable** due to unavailability of functional parts or technical information (a "Non-Repairable Covered Product") **we will replace** the Non-Repairable Covered Product with a **comparable product**. We will determine and authorize the replacement amount, but you will ultimately select your product replacement from a Sears or Sears affiliated store. You will have up to ninety (90) days from the date of authorization to begin the selection process. The Non-Repairable Covered Product must be returned in order to receive your replacement product. **Any coverage remaining** under the term of this Agreement **will be transferred to the new replacement product**. Replacement products may be new or rebuilt to meet the manufacturer's specifications of the original product. If you choose not to have your Covered Product replaced under this Agreement, then you may cancel this Agreement and we will refund the total price you paid for your current coverage. **There may be additional replacement benefits and limitations depending on your type of Protection Plan. Please refer to the section of this Agreement that is applicable to your type of Plan.** We will not be responsible for

reconfiguring space to accommodate replacement product(s) when a product of identical dimensions is not available.

**TECHNOLOGICAL ADVANCES AND REPLACEMENT PRODUCT AVAILABILITY MAY RESULT IN A REPLACEMENT PRODUCT WITH A LOWER SELLING PRICE THAN THE ORIGINAL PRODUCT (THE NON-REPAIRABLE COVERED PRODUCT). IN ALL CASES, PRODUCT COMPARABILITY FOR A REPLACEMENT PRODUCT WILL BE DETERMINED BY US AT OUR SOLE DISCRETION.**

4. **DISCOUNT ON NON-COVERED REPAIRS.** On the Covered Product(s), you are entitled to a **25% discount** off the price paid **on any service performed and related parts** provided by Sears Repair that is not covered by this Agreement.
5. **DISCOUNT ON NON-COVERED PARTS.** On the Covered Product(s), you are entitled to a **25% discount** off the purchase of **non-covered consumable parts** like filters and blades ordered from **Sears PartsDirect at 1-800-252-1698**. Discount applies to phone orders only.
6. **REIMBURSEMENT ON NON-COVERED PARTS.** On the Covered Product(s) you will be reimbursed **25%** of the purchase price of non-covered parts purchased at any **Sears or Sears affiliated store or online**. Reimbursement will be fulfilled with either a check or with a Sears Gift Card at our discretion. To obtain your reimbursement go online to [www.searsprotectiondiscount.com](http://www.searsprotectiondiscount.com) or call 1-800-927-7836. Please save all eligible sales receipts to insure approval and fulfillment of your reimbursement.
7. **FOOD LOSS REIMBURSEMENT FOR REFRIGERATORS AND FREEZERS.** Within any continuous twelve (12) month period during the Term of this Agreement we will reimburse you for any **food spoilage** that is the result of a mechanical failure of the Covered Product(s). The mechanical failure must be verified by us. **Dollar amount of reimbursement varies depending on your type of Protection Plan, Please refer to the section of this Agreement that is applicable to your type of plan.**
8. **BUSINESS OR COMMERCIAL USE.** A product is "used for business or commercial purposes" if it is used for any purpose other than single family household purposes. All products used for business or commercial purposes must have been purchased from a Sears or Sears affiliated store. Central heating and cooling products must also have been installed by a Sears authorized installer with no modifications to the original installation. The following products are not covered for commercial use: any floor care, fitness, sewing, coin operative laundry, computer equipment, power tool product, lawn and garden products or gas grill products
9. **TIME AND PLACE OF SERVICE.** Service will be performed during Sears Repair's normal business hours. If, due to the loss of the use of your Covered Product, your health or safety is endangered or if damage to or loss of your property is threatened, we will make commercially reasonable efforts to expedite service. On some products, **telephone support by a technician** will be available and you may be asked to check some basic operational functions and be given possible solutions in order to get your Covered Product back to working condition. For select types of merchandise, we may transfer the Covered Product from your home to a specialized facility in order to complete the repair, at our expense if the Covered Product is covered by an in-home agreement.
  - o To schedule in-home service, call **1-800-4-MY-HOME®** at any time

- For service on digital cameras, computers and other home office equipment, call **1-800-877-8701**.
  - If your sales receipt, Agreement certificate or this Agreement indicates Shop Service, you must bring the Covered Product(s) to a Sears Repair location and pick it up following completion of service. In some cases, you will be provided packaging and you must ship the Covered Product to our service location, at our expense, for repair.
10. **SAFETY AND ACCESSIBILITY.** In the event that Sears Repair determines that it cannot service your Covered Product(s) due to poor accessibility or unsafe working conditions or that it cannot restore your Covered Product(s) to safe working conditions due to reasons beyond the scope of this Agreement, such as, but not limited to, code violations, improper storage, improper installation that was not performed or authorized by Sears, use or movement of the product or equipment, including the failure to follow the owner's manual instructions including the failure to place the product or equipment in an area that complies with the manufacturer's published space or environmental requirements, Sears Repair will not be required to proceed until you remedy the applicable cause. In order for us to provide the quality service you expect, you should cooperate fully with the service technician while in your home; provide a safe, non-threatening environment and clear access to the Covered Product. Failure to comply with these conditions may be cause for cancellation of this Agreement.
11. **EFFECT(S) OF MANUFACTURER'S WARRANTY ON COVERAGE.**  
Covered Products in need of parts and service or recall work that are still covered under the manufacturer's warranty period, will be serviced by Sears Repair in accordance with the manufacturer's guidelines. Products including those within the original manufacturer's warranty period may be repaired or replaced with a comparable product. Product replacements during the manufacturer's warranty period will be performed in accordance with the Coverage for Replacement section described above.
- This Agreement is inclusive of and runs concurrently with the manufacturer's warranty, it does not replace it. This Agreement provides benefits in addition to the manufacturer's warranty.
12. **ELIGIBILITY FOR COVERAGE.** If you did not purchase this Agreement at the same time as the purchase of the Covered Product, this section applies to you. Prior to the sale of this Agreement, we reserve the right to obtain product information from you in order to determine eligibility for coverage. To be eligible for coverage, the product must be in proper operating condition at the start of coverage and the information regarding the original purchase date of the covered product is correct. Inaccurate information regarding purchase date may result in the product being ineligible for coverage. We reserve the right to inspect the Covered Product(s) to determine eligibility for coverage.
13. **LIMITATIONS OF COVERAGE THAT APPLIES TO ALL PLANS. THIS AGREEMENT DOES NOT COVER.**
1. Any product located outside the United States, Puerto Rico and Guam.
  2. Accessories or attachments.
  3. **Repair** of any Covered Product(s) which is damaged or malfunctioning due to causes beyond our control including, but not limited to, repairs necessitated by

operator or owner negligence such as the failure to maintain the product according to the owner's manual instructions, improper installation, CRT-based or Plasma television burn-in, accidental damage, abuse, misuse, vandalism, theft, mold, mildew, rust or corrosion, animal or insect infestation, damage caused by lightning and other acts of nature such as hurricanes, tornadoes, floods, etc.

4. **Replacement** of Covered Product will not be authorized for product mismatch; product upgrades; components or accessories such as but not limited to thermostats, pedestals, TV stands and 3D glasses or for any of the reasons listed under subsection c. above.
5. **Service** required as a result of any alteration of the product or equipment or repairs made during the Agreement Term which are not authorized by us, or are made by parties not specifically authorized by us, such as, but not limited to, product(s) that are in a disassembled state.
6. **Expendable** items, including, but not limited to: any filters, bulbs, vacuum cleaner bags, ink and printer cartridges, fluids (gasoline, oil, etc.), sewing machine needles, saw blades, batteries, and other operating supplies and consumable items. (See Section 5 for information regarding the purchase of non-covered parts). **Exceptions:** Tractor batteries and rechargeable batteries for camcorders, digital cameras and lawn mowers, micro display lamps and refrigerator LED bulbs are covered
7. The following products, parts and services: installation (other than re-installation required to complete a covered repair or covered replacement), antenna systems, pulling and re-installing of deep well, jet or submersible well pumps.
8. Telephone, water, gas, electrical or other lines, drains, or ductwork connecting to the product or equipment. Upgrades to your Covered Product(s), permits or any additional expense incurred in order to comply with local, state or federal building codes and other laws and regulations are your responsibility.
9. This Agreement also does not cover any nonfunctional repairs, parts or cosmetic defects of product(s) purchased as "Reconditioned" or "Used" or purchased at Sears Outlet stores.
10. Coverage applies only to products which are located at one (1) address within a single dwelling unit.

The following additional exclusions and limitations specifically apply to computer equipment:

- Any software, including, but not limited to, application programs, databases, files, source codes, object codes or proprietary data, or any support, configuration, installation or reinstallation of any software or data. You are responsible for backing up copies of all your data and software on a regular basis.
- Service required as a result of non-compatible software or due to improper software use or software virus.
- Hardware upgrade(s) not purchased at Sears. Hardware upgrades include memory, hard disk drive, and multimedia products. Hardware upgrades purchased at Sears and installed into products and equipment are covered under this Agreement. This Agreement does not cover installation of hardware upgrades.

**There may be additional limitations under your specific type of Protection Plan below.**

14. CANCELLATION AND REFUNDS . **You may cancel this Agreement at any time for any reason** by calling 1-800-4-MY-HOME® or by mailing written notice of cancellation to: Cancellation Services, P.O. Box 2570, High Point, NC, 27263. We may cancel this Agreement if you fail to pay, make a material misrepresentation, substantially breach your duties under this Agreement, or if Sears Repair or its representatives determines that it cannot service or repair your Covered Product(s) due to the causes listed in Section 10 of this Agreement. We may also cancel this Agreement if the Covered Product(s) does not have a legible model or serial number.

If this Agreement is cancelled by you or us:

- **During any time within the full manufacturers warranty period (parts & labor) you will receive a 100% refund of the total price paid for this Agreement.**
- During the first sixty (60) days of the term you will receive a 100% refund of the total price paid for this Agreement.
- After the first sixty (60) days of the term or after the expiration of the full manufacturer's warranty for the Covered Product (whichever occurs last), excluding warranties covering component parts of the Covered Product, we will refund the total price allocable to the remainder of the Term of this Agreement prorated on a monthly basis.

Any refund will be made in the same form as the original payment of this Agreement. No refund will be granted if this Agreement is cancelled after the Covered Product has been replaced. **UNDER NO CIRCUMSTANCES WHATSOEVER WILL YOUR REFUND EXCEED THE VALUE OF THE TOTAL PRICE YOU PAID FOR THIS AGREEMENT.**

15. LIMITATION OF LIABILITY. EXCEPT AS STATED IN SECTION 7, EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW, WE AND OUR AGENTS, CONTRACTORS OR LICENSEES ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF COVERED PRODUCT(S) OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF COVERED PRODUCT(S), DELAYS IN SERVICING, AVAILABILITY OF PRODUCTS INCLUDING PARTS OR THE INABILITY TO SERVICE ANY COVERED PRODUCT(S). **UNDER NO CIRCUMSTANCES WHATSOEVER WILL THE OBLIGATIONS OF OBLIGOR UNDER THIS AGREEMENT TO YOU FOR MONETARY RECOVERY EXCEED THE TOTAL PRICE PAID FOR THE COVERED PRODUCT(S) UNDER THIS AGREEMENT.**
16. TRANSFERABILITY. **This Agreement is transferable to any subsequent owner** of the Covered Product(s) subject to the terms and conditions of this Agreement.

17. **RENEWAL.** No party is obligated to renew this Agreement beyond the expiration date of the Term. The total price paid by you for this Agreement may change or increase upon renewal. By purchasing this Agreement, you agree that Sears may call you to notify you of renewal and upgrade plans. To renew coverage call 1-800-4-MY-HOME® anytime.
18. **OBLIGOR.** The Obligor under this Agreement is Sears Protection Company ("SPC"), an Illinois corporation, a wholly owned subsidiary of Sears, Roebuck and Co. in all states except Florida. The Obligor in the state of Florida is Sears Protection Company (Florida), L.L.C. a Florida corporation and wholly owned subsidiary of SPC each located at 3333 Beverly Road, Hoffman Estates, IL 60179. For HVAC equipment located in California and purchased from Sears Home Improvement Products, Inc. ("SHIP"), SHIP will be the Obligor. SHIP is located at 1024 Florida Central Parkway, Longwood, FL 32750.

**In addition to the provisions above, the following Protection Plans also include the following coverage benefits and limitations:**

### **MASTER PROTECTION AGREEMENT ("MPA")**

**NO LEMON GUARANTEE.** In accordance with the foregoing provisions, at your request we will also replace the Covered Product(s) under this MPA in the event of four **(4) or more separate product failures** due to defects in parts or workmanship **within any continuous twelve (12) month period** that the product(s) is covered by this Agreement. Product failure will be determined by us. Product failures for this purpose must include repair or replacement of a functional, non-expendable part and does not include preventive maintenance, product diagnosis, customer instruction, accessory, cosmetic, or non-functional repair or replacement, or any repair covered under a manufacturer's product recall. Your request for replacement of a Covered Product(s) must occur within sixty (60) days from its fourth (4th) product failure (the "Fourth Failure Time Period"). To secure authorization, call **1-800-927-7836** prior to the expiration of the Fourth Failure Time Period.

**PREVENTIVE MAINTENANCE.** At your request, we will directly pay Sears Repair to perform one (1) **preventive maintenance check-up within any contract year** that the Covered Product(s) is covered under this Agreement.

**FOOD LOSS.** The reimbursement for food loss as stated in Section 7 is limited to **\$250**.

**RENTAL REIMBURSEMENT.** In the event that you will be without the use of your Covered Product(s) due to a covered Sears Repair for a period of time that is longer than our original promised completion date, we will reimburse you for reasonable rental expenses of a comparable product for a period of time **from one (1) day after the original promise date until the covered Sears Repair is completed.** For in-home service, original promised completion date is the first date that a technician is scheduled to arrive to perform service on such Covered Product(s). All reimbursements for rental expenses must be pre-authorized by us and will require copies of original receipts from a vendor approved by us along with completed claim forms for such rental. To secure authorization, call **1-800-927-7836**.

**COSMETIC DEFECTS COVERAGE.** Cosmetic defects are covered under this Agreement for the first three (3) years of ownership of the Covered Product(s) from its original purchase date as set forth on the sales receipt. Cosmetic defects and cosmetic incompatibility of parts are not eligible for product replacement; they are only eligible for repair. Limitations of coverage still apply. See Section 13 above.

**LIMITATIONS OF COVERAGE. THIS MPA DOES NOT COVER:** Any lawn and garden or gas grill product.

### **REPAIR PROTECTION AGREEMENT ("RPA")**

**COVERAGE FOR REPLACEMENT.** Under the Coverage for Replacement section above, the replacement value is limited to up to **\$1,500. Exception:** For Lawn & Garden products when the RPA is purchased at the same time as the Covered Product ("Point of Sale") there is no limit on the value of the comparable product replacement. For RPA purchases made on Lawn & Garden anytime other than at the Point of Sale including at renewal time, the limit on comparable product replacement will be \$1,500.

**FOOD LOSS.** Reimbursement for food loss as stated in Section 7 is limited to **\$200.**

**LIMITATIONS OF COVERAGE. THIS RPA DOES NOT COVER.**

- Normal maintenance, such as periodic tune-ups and oil changes.
- Nonfunctional repairs or parts.
- Cosmetic defects.
- Bent crankshafts, changing or assembling attachments for tractors or riding mowers.

### **STATE SPECIFIC EXCEPTIONS**

**ALABAMA CUSTOMERS.** A 10% penalty per month will be added to any refund that we fail to make within forty-five (45) days of your cancellation of this Agreement and request for a refund. This Agreement will not charge a deductible for services rendered.

**ARKANSAS CUSTOMERS.** In the event of cancellation of this Agreement by us in accordance with the "Cancellation and Refunds" provision above, Arkansas residents will receive fifteen (15) days prior written notice of cancellation for reasons other than for nonpayment, material misrepresentation or substantial breach of duties. A 10% penalty per month will be added to any refund that we fail to make within forty-five (45) days of your cancellation of this Agreement and request for a refund.

**CALIFORNIA CUSTOMERS.** A 10% penalty per month will be added to any refund that we fail to make within thirty (30) days of your cancellation of this Agreement and request for a refund.

**FLORIDA CUSTOMERS.** Rates are not subject to regulation by the Office of Insurance Regulation.

**GEORGIA CUSTOMERS.** Notwithstanding the CANCELLATION AND REFUNDS section, we will only cancel this Agreement for fraud, material misrepresentation or nonpayment of amounts due under this Agreement. We will mail to you a written notice at least ten (10) days prior to the date of cancellation for nonpayment, or at least thirty (30) days prior to the date of cancellation for fraud or material misrepresentation. Obligor will not provide services under this Agreement if poor accessibility or unsafe working conditions exist, but these conditions are not grounds for cancellation. Nothing contained in any provision elsewhere in this Agreement will affect your right to make a claim directly against Safeco Insurance Company of America if we fail to pay any valid claim within sixty (60) days. The claim should be sent to Safeco Insurance Company of America, Safeco Plaza, Seattle, WA 98185 or (847) 490-2320.

**INDIANA AND WEST VIRGINIA CUSTOMERS.** This Agreement is not an insurance policy and is not regulated by the Departments of Insurance.

**IOWA CUSTOMERS.** Obligor is subject to regulation by the insurance division of the Iowa Department of Commerce. Complaints that are not settled by us may be sent to the insurance division.

**KENTUCKY AND VIRGINIA CUSTOMERS.** If we fail to pay any valid claim within sixty (60) days of proof of loss, you may make a claim directly against Safeco Insurance Company of America, Safeco Plaza, Seattle, WA 98185.

**MINNESOTA CUSTOMERS.** In the event of cancellation of this Agreement by us in accordance with the "Cancellation and Refunds" provision above, Minnesota residents will receive five (5) days prior written notice of cancellation if for reason of nonpayment, material misrepresentation or substantial breach of duties, or at least fifteen (15) days for all other reasons. A 10% penalty per month will be added to any refund that we fail to make within forty-five (45) days of your cancellation of this Agreement and request for a refund.

**NEW HAMPSHIRE CUSTOMERS.** In the event that you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301; telephone 1-800-852-3416; e-mail [consumerinquiries@ins.nh.go](mailto:consumerinquiries@ins.nh.go).

**NEW MEXICO CUSTOMERS.** A 10% penalty per month will be added to any refund that we fail to make within thirty (30) days of your cancellation of this Agreement and request for a refund.

**NEW YORK CUSTOMERS.** A 10% penalty per month will be added to any refund that we fail to make within thirty (30) days of your cancellation of this Agreement and request for a refund.



**NORTH CAROLINA CUSTOMERS.** Upon cancellation a reasonable administrative fee not to exceed 10% of the pro rata refund may be charged. Obligor must notify the consumer before the purchase of this Agreement that its purchase is not necessary in order to purchase or obtain financing of the Covered Product.

**SOUTH CAROLINA CUSTOMERS.** Any questions concerning the regulation of us under this Agreement or any unresolved complaints (within sixty (60) days of proof of loss) may be directed to the South Carolina Department of Insurance - P.O. Box 100105 Columbia, South Carolina 29202-3105 or (800) 758-3467. A 10% penalty per month will be added to any refund that we fail to make within forty-five (45) days after the cancellation of the Agreement to the provider.

**TEXAS CUSTOMERS.** Any questions concerning the regulation of us under this Agreement or any unresolved complaints may be directed to the Texas Department of Licensing and Regulations - P.O. Box 12157 Austin, Texas 78711 or (512) 463-6599.

**UTAH CUSTOMERS.** Coverage under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. In the event of cancellation of this Agreement by Obligor in accordance with the "Cancellation and Refunds" provisions above, Utah residents will receive thirty (30) day prior written notice of cancellation. There is no deductible applied for the performance of this Agreement.

**WASHINGTON CUSTOMERS.** In the event of cancellation of this Agreement by us in accordance with the "Cancellation and Refunds" provision above, Washington residents will receive twenty-one (21) days prior written notice of cancellation for reasons other than for nonpayment, material misrepresentation or substantial breach of duties. A 10% penalty per month will be added to any refund that we fail to make within forty-five (45) days of your cancellation of this Agreement and request for a refund.

**WYOMING CUSTOMERS.** We will mail a written notice to the service contract holder at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. A 10% penalty per month will be added to any refund that we fail to make within thirty (30) days of your cancellation of this Agreement and request for a refund.

*Sears Protection Company, Obligor, 3333 Beverly Road, Hoffman Estates, IL 60179*  
*Sears Home Improvement Products, Inc., Obligor, 1024 Florida Central Parkway, Longwood, FL 32750*  
*Sears Protection Company (Florida), L.L.C, Obligor, 3333 Beverly Road, Hoffman Estates, IL 60179.*

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