

You will find copy of your agreement terms and conditions below:

Sears PurchaseProtect

Retain this document as proof of ownership.
This is not a contract of insurance.

This Sears PurchaseProtect plan is a legal contract (referred to hereinafter as "Agreement" or "Plan") between you the customer and the Obligor. Throughout this Agreement the terms "Obligor", "we," "us," and "our" refer to Sears Protection Company or Sears Protection Company (Florida), L.L.C. The terms "you" and "your" refer to the purchaser of this Plan. Obligations under this Agreement are backed by the full faith and credit of the Obligor.

- COVERED PRODUCT.** The coverage provided by this Agreement applies only to the product for which you specifically purchased this Plan to cover, as shown on your Sears sales receipt. The sales receipt is incorporated herein by reference.
- ELIGIBILITY FOR COVERAGE.** This Plan must be purchased at the same time as the purchase of the merchandise to be covered. There is no deductible for this Plan.
- TERM.** The term of this Agreement ("Term") is three (3) years for Sears' Craftsman and Kenmore products and two (2) years for all other products. The term begins at the end of the Sears Return Policy as shown on your receipt. This Plan will be fulfilled and the Term shall expire when a product reimbursement or product exchange is made after the beginning of the Term. This Agreement is not renewable.
- FULFILLMENT INSTRUCTIONS.** You must keep your sales receipt. It will be a required reference for store return, registration of your Plan, and making a claim. Coverage under this Plan does not begin until after the applicable deadline passes for returning your product to your local Sears store under Sears' Return Policy (see your sales receipt for explanation of Sears Return Policy). If your product fails prior to the commencement of coverage under this Plan, please return the product to your local Sears store for return or exchange in accordance with Sears' Return Policy. If your Covered Product fails after the Term for which this plan begins (see Section 4 below), then go online to www.searspurchaseprotect.com or call customer service at **1-800-573-1088** to initiate a claim.

If product failure occurs	Customer should:
Within the Sears store return policy as shown on your receipt	Return the product to your local Sears store for exchange. Your Sears PurchaseProtect coverage will transfer to the replacement product
After the Sears store return policy as shown on your receipt, but within Manufacturer's Warranty	Choose preferred option. 1. Follow manufacturer guidelines as stated in product owner's manual 2. Contact www.searspurchaseprotect.com at any time to submit and track the status of your Gift Card. Or you may call 800-573-1088 Monday – Friday 8am to 9pm EST
After the Sears store return policy as shown on your receipt and after the manufacturer's warranty expiration	Contact www.searspurchaseprotect.com at any time to submit and track the status of your Gift Card. Or you may call 800-573-1088 Monday – Friday 8am to 9pm EST

PLEASE NOTE: Do not go to your Sears store to make a claim under your Sears PurchaseProtect plan. All PurchaseProtect claims should be made either online or by phone. YOUR LOCAL SEARS STORE CANNOT ACCEPT OR PROCESS CLAIMS MADE UNDER YOUR PURCHASEPROTECT PLAN.

- COVERAGE.** Subject to the terms and conditions of this Agreement, if during the Term of this Agreement (as that term is defined above) the Covered Product fails to operate properly due to defects in materials, workmanship, or normal wear and tear (including a malfunction resulting from a power surge if the power surge was not caused by lightning, fire, flooding or other act of nature), then at our sole discretion we will either: (a) provide you a product reimbursement in the form of a Sears gift card in an amount equal to your original purchase price of the Covered Product (plus allocated sales tax allowance if applicable) for replacement of the product; or (b) provide you with a new or refurbished comparable product replacement based solely on the current value of the Covered Product as determined by us (from a Sears or Sears-affiliated store). As a pre-condition to your receiving the Sears gift card or comparable product replacement described in the preceding sentence, we may require you to ship to us the Covered Product or a related Covered Product component at our expense using the shipping labels that we will provide to you and complete the shipping requirements as instructed by us.

TECHNOLOGICAL ADVANCES AND REPLACEMENT PRODUCT AVAILABILITY MAY RESULT IN A REPLACEMENT PRODUCT WITH A LOWER SELLING PRICE THAN THE ORIGINAL PRODUCT. IN ALL CASES, PRODUCT COMPARABILITY FOR A REPLACEMENT PRODUCT WILL BE DETERMINED BY US AT OUR SOLE DISCRETION. You have no obligation to perform preventive maintenance on the Covered Product.

THERE ARE CERTAIN LIMITATIONS TO COVERAGE UNDER THIS AGREEMENT WHICH ARE SET FORTH IN SECTION 6 BELOW AND IN CERTAIN SPECIAL STATE PROVISIONS WHICH ARE ALSO SET FORTH BELOW BEGINNING IN SECTION 10.

6. LIMITATIONS OF COVERAGE. THIS AGREEMENT DOES NOT COVER:

- a. Any product operated outside of the United States, Puerto Rico, or Guam;
- b. Any product used for any business or commercial purposes (A product is "used for business or commercial purposes" if it is used for any purpose other than single family household purposes);
- c. Damage or other product failure due to causes beyond our control including, but not limited to, repairs necessitated because of 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, rust, corrosion, animal or insect infestation, damage caused by lightning and acts of nature;
- d. Damage resulting from any alteration of the Covered Product or repairs made during the Term which were not authorized by us, or are made by parties not specifically authorized by us;
- e. Non-functional parts or defects, such as cosmetic defects, trim parts, etc.;
- f. Preventive maintenance;
- g. Expendable items including, but not limited to, batteries (except for rechargeable), bulbs (except TV bulbs and lamps), blades, wheels, belts, tires, filters, food and bags; and
- h. Replacement or servicing of product due to any type of manufacturer's recall.

7. TRANSFERABILITY. This Agreement is transferable to any subsequent owner of the Covered Product subject to the terms and conditions of this Agreement.

8. CANCELLATION AND REFUNDS. You may cancel this Agreement at any time for any reason by bringing this Agreement together with your sales receipt to any Sears retail store in the United States. We may cancel this Agreement if you fail to pay, make a material misrepresentation, or substantially breach your duties under this Agreement. We may also cancel this Agreement if the Covered Product does not have a legible model or serial number or is in a disassembled state. If this Agreement is cancelled within the Sears Store Return policy or prior to the expiration of the manufacturer's warranty for the Covered Product, excluding warranties covering component parts of the Covered Product, we will refund the total price you paid for this Agreement. If this Agreement is cancelled thereafter during the Term of coverage, we will refund the Total Price allocable to the remainder of the term prorated on a monthly basis for the Covered Product. Any refund will be made in the same form as the original payment of this Agreement. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL THE MONETARY RECOVERY EXCEED THE VALUE OF THE TOTAL PRICE YOU PAID FOR THIS AGREEMENT.

9. LIMITATION OF LIABILITY. 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 OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF COVERED PRODUCT, DELAYS IN SERVICING OR THE INABILITY TO SERVICE ANY COVERED PRODUCT EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL OUR OBLIGATIONS TO YOU UNDER THIS AGREEMENT FOR MONETARY RECOVERY EXCEED THE VALUE OF THE TOTAL PRICE YOU PAID FOR THE COVERED PRODUCT.

10. STATE SPECIFIC EXCEPTIONS

CALIFORNIA, NEW MEXICO, WASHINGTON, WYOMING AND NEW YORK CUSTOMERS. A 10% penalty per month shall 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.

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.

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.

INDIANA AND WEST VIRGINIA CUSTOMERS. This Agreement is not an insurance policy and is not regulated by the Departments of Insurance for the states of Indiana and West Virginia.

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.

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 Regulation— P.O. Box 12157 Austin, Texas 78711 or (512) 463-6599.

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 shall be added to any refund that we fail to make within forty-five (45) days after the return of the Agreement to the provider.

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.

ALABAMA CUSTOMERS. A 10% penalty per month shall 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.

GEORGIA CUSTOMERS. Notwithstanding the CANCELLATION AND REFUND 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 shall 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.

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 shall 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.gov .

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 shall 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.

Sears Protection Company, Obligor, 3333 Beverly Road, Hoffman Estates, IL 60179
Sears Protection Company (Florida), L.L.C., Obligor 3333 Beverly Road, Hoffman Estates, IL 60179

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