

## SEARS BUYER PROTECTION<sup>SM</sup> TERMS & CONDITIONS

Please read these Terms & Conditions carefully so that you are aware of limitations, exclusions, and eligibility requirements that could prevent you from receiving benefits. These Terms & Conditions also provide the required procedures to obtain Sears Buyer Protection benefits. Keep these Terms & Conditions for your records.

If you lose your job and qualify for benefits as described below we will credit certain amounts on your account. These Terms & Conditions are subject to the Card Agreement for your Sears account.

### DEFINITIONS

**account** means your Sears Card, Sears Gold MasterCard, SearsCharge PLUS or The Great Indoors Gold MasterCard account.

**purchase** means:

(1) a major home appliance purchase (cost of the appliance plus related accessories) over \$399 (before sales tax and after coupons and discounts); if you make more than one (1) major home appliance purchase on the same day that totals over \$399 (before sales tax and after coupons and discounts), those purchases are included.

(2) charged to your account;

(3) purchased between July 6, 2009 and August 1, 2009; and

(4) purchased at Sears stores, Sears Hometown, Sears Grand, Sears Essentials, Sears Hardware or Sears.com, but excludes purchases made at all other Sears Holdings Corporation family of businesses.

**major home appliance** means free-standing range, cook top, wall oven, over the range microwave, dishwasher, washer, dryer, water heater, water softener, room air-conditioner, refrigerator or freezer.

**purchase amount** means the retail price of the home appliance plus amount(s) for related home appliance accessories, sales tax, extended warranties, maintenance agreements, protection and service agreements, delivery, haul-away and installation charges charged to your account. Finance charges are not included in the purchase amount.

**you, your,** and **yours** mean the person(s) who applied to open the account. It also means any other person responsible for complying with the Card Agreement.

**we, us,** and **our** means Citibank (South Dakota), N.A., the issuer of your account.

### 1. WHAT IS JOB LOSS AND WHAT DO I HAVE TO PROVIDE

A. In order to qualify for job loss benefits, you must be employed full-time (working at least 30 hours a week) at the time of the purchase; remain employed for 60 consecutive days after the date of purchase; and become involuntarily unemployed within 365 days of the date of the purchase.

B. You must qualify for state or federal job loss benefits. You may still be eligible even if you do not qualify for state or federal job loss benefits if (1) the benefits have been exhausted because of a past period of unemployment, (2) you were employed by a non-profit organization that did not have to withhold taxes, (3) you did not earn enough income in the time period upon which your state or federal benefits are based, or (4) you lost your job because of a general strike.

C. You must register for work at a recognized employment agency. You must remain registered so long as you are claiming job loss benefits.

D. We must receive proof of your employment, job loss, and agency registration. We must also receive proof that you made the purchase. We will require the original or a copy of the cash register receipt for the purchase. To qualify for continuing benefits, we must receive proof of continued job loss and employment agency registration on a monthly basis.

E. You must notify us of the job loss not more than 365 days after the date of the purchase. We must receive proof of the job loss no later than 427 days after the date of purchase.

### 2. WHAT IS EXCLUDED FROM JOB LOSS?

You will not be eligible for job loss benefits if you lose your job because you (a) voluntarily give up your employment income; (b) resign; (c) retire; (d) become disabled through sickness, illness, disease, accident injury, childbirth or pregnancy, (e) end any seasonal job; (f) lose your job because of willful or criminal misconduct; (g) end a military tour of duty; (h) reach the scheduled end of an employment

contract; (i) are self-employed or (j) die. You will not be eligible for continuing job loss benefits if you become disabled after a job loss benefit approval.

### 3. WHAT ARE THE JOB LOSS BENEFITS?

If you are approved for benefits, you will receive a statement credit toward the purchase amount. Your credit will be 1/12th of the purchase amount, or your Account Balance, whichever is less. You will receive this credit for each billing cycle you are unemployed, up to 365 days after date of purchase. If you are unemployed 365 days after your date of purchase, you will receive a credit for the lesser of the remaining purchase amount or your Account Balance.

You are responsible for payment of any finance charges and fees associated with the purchase that show on your account as due and owing.

### 4. RE-EMPLOYMENT AND UNEMPLOYMENT

You can still file a claim for benefits if you return to work and then lose your job. Any subsequent job loss must occur within 365 days of the date of purchase.

### 5. WHAT IS THE STATUS OF MY ACCOUNT WHEN I REQUEST BENEFITS?

Until we approve your Sears Buyer Protection claim, you are responsible for any payment required (if any) for the purchase. You are always responsible for any other amounts owed on your account. If we approve your claim, we will make the credit described above. You will be able to continue to use your account, subject to the terms of your Card Agreement. When your benefits end, you are responsible for your entire payment obligations as required under your Card Agreement.

### 6. WHEN DO BENEFITS END?

Benefits automatically end on the date:

You return to work; you do not submit completed claim forms as required by us; you return the purchase item; the balance of the purchase amount is \$0; or you intentionally misrepresent any information to us.

### 7. HOW ARE BENEFITS APPLIED IF I AM ENROLLED IN ACCOUNTCARE OR ACCOUNTCARE PLUS?

If you are enrolled in AccountCare/AccountCare Plus you may qualify for benefits for Sears Buyer Protection too. Your AccountCare/AccountCare Plus benefits will be applied to your Account Balance first. If there are still amounts you owe on your purchase, your Sears Buyer Protection benefits will be applied to your purchase amount. If you are unemployed and your Account Balance is cancelled under AccountCare/AccountCare Plus, your Sears Buyer Protection benefits will end.

### 8. WHAT OTHER INFORMATION DO I NEED?

*How to reach us to request benefits or if you have questions?* If you want to apply for benefits, you must notify our Plan Administrator of your name, account number, and address. You can call us toll free at 1-866-934-1139 from 7:00 a.m. to 7:00 p.m. Central Standard Time, Monday through Friday, except on national holidays, or you can write us at this address:

Sears Buyer Protection Processing Center  
P.O. Box 901095  
Fort Worth, TX 76101

Unless otherwise instructed, you must complete a benefit verification form and provide the required information to verify the covered event and proof of purchase.

*Tax question?* We do not provide tax or legal advice. You may be subject to federal, state, and local taxes on the amount of any credits to your account. You should consult your independent tax advisor.

*How can Sears Buyer Protection be cancelled?* You may not cancel Sears Buyer Protection. We may cancel or change the Sears Buyer Protection program for new purchases at any time and for any reason.

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Sears Buyer Protection is not available to residents who have a billing address or make a purchase in Puerto Rico, US Virgin Islands and Guam.