

# Terms and Conditions of Lexus Extended Warranty for Vehicle Parts

Lexus Extended Warranty 10 years 140,000 miles

## Customers with additional requirements

If you have hearing or speech difficulties, you can text telephone us on 0330 100 3330. This document and all our literature is available in large print, audio and Braille - we will be happy to provide you with a copy or you can call us on 0330 100 3299 to request a copy.

## 1. Definitions

1.1 In this document the following expressions have the following meanings:

### Administrator

The company that administers this Warranty on behalf of the Warranty Provider. The Administrator is TWG Services Limited which has its registered address at Twenty Kingston Road, Staines-upon-Thames, Surrey, TW18 4LG.

### Conditions of use

The requirements set out in Clause 3 that must be complied with if *Cover* is to be provided.

### Cover

The payment by the *Warranty Provider* of the cost of repairing or replacing a *Protected Part* as a result of its *Mechanical or Electrical Failure* within one of the *Specified Territories* during the *Warranty Period*, subject to these Terms and Conditions.

### Eligible vehicle

A Lexus vehicle which -

- (a) has been branded and sold by Our Holding company, Toyota Motor Europe NV/SA in Europe as a Category M1 Lexus passenger motor vehicle;
- (b) not have been modified structurally, mechanically or electronically otherwise than with the permission of Toyota Motor Europe NV/SA or save for the purpose of enabling it to be lawfully re-registered in the United Kingdom;
- (c) have standard Lexus wheels and normal road tyres fitted to it;
- (d) possess or be capable of possessing a European Certificate of Conformity;
- (e) was purchased through the Lexus Approved Used Car Programme with the benefit of a *Lexus Extended Warranty*; or
- (f) is less than 10 years old and has less than 140,000 miles on its milometer at the start of the first *Warranty Period*

(Notes. (1) All Lexus vehicles imported into the United Kingdom by *Us* and sold by *Us* or by a Service Centre in the United Kingdom meet these qualifying conditions (a)-(d). (2) The fitting of a Lexus approved accessory by a Service Centre will not be treated as a modification for the purpose of condition (b) (3) We will not provide a Lexus Extended Warranty for any vehicle which is older than 8 years from the date of its first registration.

### Excluded Operation

Any operation listed in Clause 4.2 which is excluded from the *Cover*.

### Excluded Part

Any part listed in Clause 4.1 which is excluded from the *Cover*.

### Home Country

The United Kingdom (England, Wales, Scotland and Northern Ireland), the Channel Islands or the Isle of Man.

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## Lexus Extended Warranty

The extended warranty that *We* provide for Lexus vehicles or (in the case vehicles sold before 31 March 2009) that was provided by *Our* subsidiary, Lexus (GB) Ltd.

## Mechanical or Electrical Failure

The mechanical or electrical failure of a *Protected Part* or a *MOT Protected Part* which results in that part not working correctly according to the manufacturer's specification and which therefore necessitates its repair or replacement.

## MOT Protected Part

Each mechanical and electrical part of the *Protected Vehicle* listed in Clause 5.7

## MOT Test Cover

The payment by the *Warranty Provider* of the cost of repairing or replacing one or more *MOT Protected Part*. during the *Warranty Period* subject to these Terms and Conditions.

## Occupants of the Protected Vehicle

The occupants of the *Protected Vehicle* at the time of the *Mechanical or Electrical Failure* of the *Protected Part*.

## Protected Part

Each mechanical and electrical part of the *Protected Vehicle* which is not an *Excluded Part* for which the *Warranty Provider* will provide Cover or MOT Test Cover

## Protected Vehicle

The *Eligible Vehicle* specified in the *Warranty Schedule* in respect of which *Cover and MOT Test Cover* are provided.

(Notes: (1) *You* may have more than one *Protected Vehicle* but must purchase a separate *Warranty* for each one).

## Reasonable Costs of Repair

The *Service Centre's* usual and reasonable charges for replacing or repairing a *Protected Part* or a *MOT Protected Part* inclusive of labour plus any valued added or equivalent tax which the *Warranty Holder* is unable to recover legally as a business cost subject in all cases to the *Repair Limit*.

## Registered Keeper

The person identified on the V5 Registration Form or equivalent as being the registered keeper of the *Protected Vehicle*

## Repair Limit

The total amount that *We* will pay *You* under this warranty during the *Warranty Period* in respect of the replacement or repair of one or more of the *Protected Parts* and *MOT Protected Parts* of the *Protected Vehicle*. The repair limit is stated in the *Warranty Schedule* and shall not exceed the amount that *You* originally paid for the *Protected Vehicle* as stated in the *Warranty Schedule*. If the *Protected Vehicle* was given to *You* the *Repair Limit* shall be the reasonable market value of the *Protected Vehicle* as stated in the *Warranty Schedule*.

## Service Centre

An official Lexus retail centre or service outlet appointed by the *Warranty Provider* or, in the case of any *Specified Territory* outside the United Kingdom, by the Lexus national sales and marketing company for that territory.

## Specified Territory

The United Kingdom (England, Wales, Scotland and Northern Ireland); Albania; Andorra; Austria; Belgium; Bosnia and Herzegovina; Bulgaria; Croatia; Cyprus; Czech Republic; Denmark; Eire (the Republic of Ireland), Estonia; Finland; France (including Corsica); Germany; Gibraltar; Greece (including those of its islands that are accessible by a commercial Car ferry service); Hungary; Italy (including Sardinia and Sicily); Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; Monaco; Montenegro; Netherlands; Norway; Poland; Portugal; Romania; San Marino; Serbia; Slovakia; Slovenia; Spain (including the Balearic and Canary Islands but excluding Ceuta and Melilla in North Africa); Sweden; Switzerland; the Channel Islands; the Former Yugoslav Republic of Macedonia; the Isle of Man; the Vatican City and Turkey (but only Istanbul and west of the Bosphorus).

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## Warranty Holder

The *Registered Keeper* of the *Protected Vehicle* as stated in the *Warranty Schedule*. The *Warranty Holder* must have a permanent residential address in a *Home Country*.

## Warranty Period

The period during which the *Warranty Provider* will provide *Cover* or *MOT Test Cover* as specified in the *Warranty Schedule*. The *Warranty Period* shall be for 12/24 months

## Warranty Provider

The Company that provides this Extended Warranty and ultimately pays all valid claims made under it. The Warranty Provider is Toyota (GB) PLC (Lexus Division) which has its registered office at Great Burgh, Burgh Heath, Epsom, Surrey KT18 5UX.

## Warranty Schedule

The individually numbered document which identifies the *Warranty Holder* and the *Protected Vehicle* and states the *Warranty Period* and the *Repair Limit*. The *Warranty Schedule* is the *Warranty Holder's* evidence of *Cover* and *MOT Test Cover*.

## Warranty Service Charge

The sum of money that must be paid by or on behalf of the *Warranty Holder* in order to obtain the benefit of the *Cover*.

## We/Us/Our

The Warranty Provider/The Warranty Provider's.

## Year

12 months or 365 consecutive days

## You/Your

The Warranty Holder/The Warranty Holder's.

## Your Home

Your permanent residential address in a *Home Country* as registered by the *Administrator*.

- 1.2 The headings in this document shall not affect its construction.
- 1.3 Where the context so requires or admits, the masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa.
- 1.4 Any reference in document to a clause or a section is a reference to a clause or section in these Terms and Conditions.
- 1.5 Any reference to the legislation of the European Community, any territory of the United Kingdom or any European Assistance Territory shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced and all subordinate legislation and orders issued pursuant to such legislation.

## 2. Our obligations to you

- 2.1 Subject to the following provisions of this Section and of Section 3, We will pay for the cost of repairing or replacing any Protected Part that suffers a Mechanical or Electrical Failure when the Protected Vehicle is one of the Specified Territories during the Warranty Period, provided that You comply with these Terms and Conditions.
- 2.2 We will not pay for the cost of repairing or replacing any Protected Part that suffers a Mechanical or Electrical Failure as a result of wear and tear.
- 2.3 We will not pay for the cost of repairing or replacing any Protected Part that suffers a Mechanical or Electrical Failure when the Protected Vehicle has been outside the Home Country for longer than 60 consecutive days.
- 2.4 We will not pay more than the Reasonable Costs of Repair for repairing or replacing any Protected Part subject to the Repair Limit,

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2.5 We will not provide Cover for Excluded Operations.

2.6 If the repair or replacement of a Protected Part takes longer than 24 hours from the time that the Protected Vehicle is taken to a Service Centre in the Home Country for repair, then We will reimburse You up to £75 per day (inclusive of VAT) towards the cost of hiring a replacement vehicle of similar size and engine capacity to the Protected Vehicle while the Protected Part is being repaired or replaced up to a maximum of 5 days, provided:

- (a) You have Cover for the repair or replacement of the relevant Protected Part.
- (b) The Protected Vehicle cannot be driven or cannot be driven without causing damage to it.
- (c) We will not pay for the cost of fuel or any other consumable item. If the hire cost includes a full tank of fuel at the beginning of the hire period We will include this within Our payment provided that the hire vehicle is returned with a full tank of fuel at the end of the hire period.
- (d) We will not make any reimbursement in respect of the cost of You hiring a replacement vehicle within 24 hours of the Protected Vehicle being taken to a Service Centre for repair.
- (e) You hire a suitable vehicle from a hire car company in the Home Country that is registered to pay Value Added Tax.
- (f) You submit to the Administrator Your original customer's copy of the hire agreement and the hire car company's original receipt of payment in support of Your claim for reimbursement of hire car costs (these documents will be returned to you once your claim has been processed).
- (g) We will not make any payment that would lead to You being paid more than the Repair Limit.
- (h) We will not make any payment that would lead to You being paid for the use of a hire car after the Protected Part has been repaired or replaced save for the purpose of returning the hire vehicle to the hire car company as soon as practicable thereafter.

2.7 If the repair or replacement of a Protected Part takes longer than 24 hours from the time it is taken to a Service Centre in the United Kingdom and You are more than 20 miles away from Your Home at that time then, on request We will pay You up to £150 towards the cost of overnight accommodation, and breakfast for one night only for the occupants of the Protected Vehicle while the Protected Part is being repaired, provided

- (a) You have Cover for the repair or replacement of the relevant Protected Part.
- (b) The Protected Vehicle cannot be driven or cannot be driven without causing damage to it.
- (c) The accommodation must be provided by an individual or a firm on a commercial basis.
- (d) You submit to the Administrator the original receipt of payment that the accommodation provider supplies to You in support of Your Claim for reimbursement of the cost of accommodation and breakfast (this document will be returned to you once your claim has been processed).
- (e) We will not make any payment that would lead to You being paid more than the Repair Limit.

## 3 Your obligations

3.1 If You wish to make a claim under this warranty then You must -

- (a) be the Warranty Holder at the time of the Mechanical or Electrical Failure of the relevant Protected Part;

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- (b) have paid the Warranty Service Charge in full unless payment is made by direct debit in which case each instalment that was previously due before the Mechanical or Electrical Failure of the relevant Protected Part must have been paid in full;
- (c) not have kept the Protected Vehicle outside the Home Country for longer than 60 consecutive days immediately before the Mechanical or Electrical Failure of the relevant Protected Part;
- (d) ensure that the Protected Vehicle is serviced by a Service Centre within 30 days or 2000 miles (whichever occurs first) of each service interval specified by the manufacturer (please refer to the vehicle handbook);
- (e) ensure that the service log of the Protected Vehicle is kept up to date;
- (f) retain the original invoice and payment receipt for any service that is undertaken during the Warranty Period;
- (g) not cause or permit the Protected Vehicle to be modified or interfered with so as to affect its performance otherwise than by a Service Centre in accordance with a recommendation of the manufacturer;
- (h) not cause or permit any Protected Part to be modified or interfered with for any purpose otherwise than by a Service Centre in accordance with a recommendation of the manufacturer;
- (i) not cause or permit the Protected Vehicle to be used for any of the following purposes:
  - (i) pace setting, racing or any other motor sports event. For the avoidance of doubt, 'Concours d'élégance' events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, are not deemed to be Motor Sports Events for the purpose of this Clause;
  - (ii) as a taxi;
  - (iii) for hire or reward;
  - (iv) driving instruction for reward; and
  - (v) any illegal activity.
- (j) take reasonable care of the Protected Vehicle during the Warranty Period so as to safeguard it and each of its Protected Parts against avoidable damage;
- (k) not continue to drive the protected vehicle after you become aware that a Protected Part has suffered a Mechanical or Electrical Failure save for the purpose of taking it to a Service Centre for diagnosis and/or correction. If You are in any doubt as to whether You should drive the Protected Vehicle to the nearest Service Centre without causing damage to it ,You should request the Service Centre or, where applicable, Lexus Roadside Assistance to recover the Protected Vehicle;
- (l) promptly take the Protected Vehicle to a Service Centre in the event that you receive a product recall notice.; and
- (m) not allow anyone who is not legally entitled and insured to drive the Protected Vehicle to drive it.

## 4 Excluded Parts and Operations

4.1 Subject to Clause 4.3, the following parts are Excluded Parts:

- (a) All body panels and paintwork.
- (b) All items of interior trim.
- (c) Any battery other than the high voltage battery in a hybrid vehicle that may be used for the propulsion of such vehicle.
- (d) Any windscreen or window that has suffered impact damage.
- (e) All consumable items including without limitation fuel; engine oil; door and other lubricants;

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brake fluid; power steering fluid; windscreen washer fluid; and any of the following parts which are deficient merely as result of usage: air filters; oil filters; brake pads; clutch plates; drive/cam belts; spark plugs; breaker points, windscreen wiper blades; light bulbs and fuses; and tyres.

- (f) An exhaust system which is deficient solely as a result of corrosion.
- (g) A wheel or wheel cover that is deficient merely as a result of abrasion, corrosion or impact damage;
- (h) Any Protected Part that has suffered a Mechanical or Electrical Failure as a result of the Protected Vehicle sustaining external impact damage.
- (i) All non-standard Lexus parts.

4.2 Subject to Clause 4.3, the following operations are Excluded Operations:

- (a) Engine tuning; drive belt adjustments; brake and clutch adjustments; the cleaning of fuel systems; the alignment or balancing of wheels, light adjustments, and window and door lock adjustments.
- (b) Engine oil and filter changes.
- (c) The lubrication of chassis points, hinges, linkages and topping up fluid levels.
- (d) Any other routine servicing operation.
- (e) The repair or replacement of any Protected Part has not suffered a Mechanical or Electrical Failure.

4.3 Where the Mechanical or Electrical Failure of a Protected Part directly causes damage to another part of the Protected Vehicle (which is not a Protected Part) when the Protected Vehicle is in a Specified Territory during the Warranty Period, then We will pay for the cost of replacing or repairing that other part in addition to the cost of replacing or repairing the Protected Part subject to the Repair Limit, provided that the cost of such repairs are reasonable.

## 5 MOT test cover

5.1 Subject to the following provisions of this Section and of Section 3, We will pay for the cost of repairing or replacing any MOT Protected Part in the event that it suffers a Mechanical or Electrical Failure and that Mechanical or Electrical Failure is stated in the official notification of refusal to issue a MOT certificate to be the reason or a reason why a MOT certificate cannot be issued in respect of the Protected Vehicle during the Warranty Period.

5.2 We will not pay for the cost of repairing or replacing any MOT Protected Part that suffers a Mechanical or Electrical Failure as a result of wear and tear or corrosion.

5.3 We will not pay for the cost of repairing or replacing any MOT Protected Part that suffers a Mechanical or Electrical Failure in circumstances where the Protected Vehicle has been outside the Home Country for longer than 60 consecutive days immediately before the Mechanical or Electrical Failure of that part.

5.4 We will not pay more than the Reasonable Costs of Repair for repairing or replacing any MOT Protected Part subject to the Repair Limit.

5.5 We will not provide Cover for MOT Excluded Operations as defined in Clause 5.8.

5.6 You must pay the first £10 of the cost of the replacement or repair of any MOT Protected Part or, if there is more than one of them, any combination of Protected Parts.

5.7 Subject to Clause 5.8, the following are MOT Protected Parts:

- (a) all front, side and rear lamps including direction indicator lamps, fog lamps, hazard warning lamps and number-plate illumination lamps;

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- (b) all rear facing reflectors;
- (c) all lighting control switches;
- (d) all steering components;
- (e) the transmission shaft;
- (f) all wheel bearings;
- (g) all front and rear suspension shock absorbers;
- (h) all brake components excluding brake pads;
- (i) all front seat mountings and backrest reclining mechanisms when in an upright position;
- (j) all seat belt mountings;
- (k) all windscreen wipers and washer units excluding wiper blades and washer fluid;
- (l) all fuel injection system components when the Protected Vehicle fails to meet MOT fuel emission standards as a result of a calibration failure.

5.8 The following operations are MOT Excluded Operations:

- (a) the replacement or repair of any MOT protected part which is not required to be replaced or repaired as a precondition of the issue of a MOT certificate for the Protected Vehicle;
- (b) the tuning or adjustment of the Protected Vehicle unless this is for the purpose of checking the functional performance of a replacement or repaired MOT Protected Part. The re-alignment of a wheel is covered where the replacement of a steering component affects its alignment; and
- (c) the payment of any MOT test fee.

5.9 Subject to authorisation from the Administrator, the replacement or repair of any MOT Protected Part which is required to be replaced or repaired as a precondition of the issue of a MOT certificate for the Protected Vehicle must be carried out within 30 days of the original notification of refusal to issue a MOT certificate.

5.10 The MOT test cover is limited to the repair or replacement of MOT Protected Parts in respect of one MOT test only during the Warranty Period.

## 6. How to claim

6.1 If You wish to make a claim under this Warranty please take the Protected Vehicle (if it is drivable) and the following documents to a service centre:

- (a) This document and Your Warranty Schedule;
- (b) Evidence of the servicing history of the Protected Vehicle;
- (c) For MOT test cover claims only, the previous valid MOT test certificate, if there is one;
- (d) For MOT test cover claims only, the official written notification of refusal to issue a MOT certificate which states why no MOT certificate was issued in respect of the Protected Vehicle.

Please inform the Service Centre that you wish to make a claim under this warranty. The Service Centre will investigate what is wrong with the Protected Vehicle and, if there is a defective part, whether there is cover or, as the case may be, MOT Cover for it. If there is Cover or MOT Cover, the Service Centre will contact the Administrator to seek authorisation to repair or replace the relevant part.

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- 6.2 If You wish to make a claim under this warranty but the Protected Vehicle is not drivable, please contact Your nearest Service Centre and explain the position to them.
- 6.3 Subject to authorisation by the Administrator and the payment by You to the Service Centre of any amount for which there is no Cover or, as the case may be, no MOT Cover, any Service Centre within the Home Country will repair the Protected Vehicle and seek reimbursement of its charges from the Administrator. However, if You prefer You may pay the Service Centre in full and then seek reimbursement from the Administrator by submitting the Service Centre's original invoice and receipt and a copy of Your Warranty Schedule to the address shown in Clause 9.3 below.
- 6.4 If it is necessary for the Protected Vehicle to be repaired by a Service Centre or a local repairer outside the Home Country We recommend that You telephone the Administrator on 0330 100 3298 to verify Cover for the repair(s). If there is Cover, You will need to pay the Service Centre or local repairer in full and then seek reimbursement from the Administrator for the repairs for which You have Cover. To do this You must submit the original invoice and receipt for the repairs and a copy of Your Warranty Schedule to the address shown in Clause 9.3 below.
- 6.5 The Administrator may instruct an independent expert to assess the damage to the Protected Vehicle before authorising its repair. You must cooperate with such expert.
- 6.6 Claims under this warranty for the reimbursement of sums paid by You should be made within 30 days of the repair of the Protected Vehicle.

## 7 Termination of contract

- 7.1 You may cancel this contract by writing to the Administrator at the following address enclosing a copy of Your Warranty Schedule or by telephoning 0330 100 3299
- Lexus Customer Services, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF
- 7.2 If you give written notice of cancellation as set out in Clause 7.1 within 14 days after the commencement of the Warranty Period and you have not made any claim under this warranty which has resulted in us making or agreeing to make a payment to you then we will refund your premium in full.
- 7.3 If You give written notice of cancellation as set out in Clause 7.1 after the cooling off period, and have not received any benefit under this Warranty, you will be entitled to a pro-rata refund based on the number of unexpired months of Your Warranty term remaining.
- 7.4 You will receive no refund of premium if You give written notice of cancellation as set out in Clause 7.1 more than 14 days after the commencement of the Warranty Period and You have made a claim under this warranty which has resulted in Us making or agreeing to make a payment to You.

## 8 Transfer of warranty

- 8.1 If You sell or permanently give the Protected Vehicle to another person during the Warranty Period You may assign the remaining benefit of this Warranty to the new owner of the Protected Vehicle provided that:
- (a) You have discharged all your obligations under Clause 3;
  - (b) You have not given notice of termination of this contract under clause 7.1;
  - (c) The person to whom You sell or give the Protected Vehicle does not buy, sell or repair cars by way of business.
  - (d) You provide the following information to the Administrator in writing at the address shown in Clause 7.1 : (1) confirmation that You have sold or permanently given the Protected Vehicle to another person; (2) the name and address of the new Registered Keeper of the Protected Vehicle; (3) the date of the transfer of ownership of the Protected Vehicle; and (4) confirmation that You wish to transfer the remaining benefit of this warranty to the

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new Registered Keeper of the Protected Vehicle; and (5) within 14 days of transfer of ownership of the protected vehicle.

(e) You give the new Registered Keeper of the Protected Vehicle Your Original Warranty Schedule; and

(f) The new Registered Keeper of the Protected Vehicle sends Your Original Warranty Schedule plus, a cheque for £25, made payable to TWG Services Limited; to the address shown in Clause 7.1.

8.2 On receipt of the documents referred to in Clause 8.1(d) and (f), the Administrator will issue a new Warranty Schedule to the new Registered Keeper of the Protected Vehicle for the remaining period of this warranty. The Warranty Schedule will show the Repair Limit that was shown on Your original Warranty Schedule and the new Registered Keeper of the Protected Vehicle will only have the benefit of such of the Repair Limit that has not already been exhausted by You.

8.3 You may not assign the remaining benefit of this warranty otherwise than in accordance with Clause 8.1.

8.4 You may not assign the remaining benefit of this warranty more than once during the Warranty Period.

8.5 Please note that at least 30 days before the end of the period of cover, we will write to you advising that your warranty may be renewed and advising of any changes that may apply to the terms and conditions or the price of the warranty. We may use your existing Direct Debit details to take payment for the renewal warranty, unless you decline the renewal by notifying us or by cancelling your Direct Debit.

## 9. Complaints procedures

9.1 If you are unhappy with the way in which this warranty was sold to you or your claim has been handled by a Service Centre then you should complain in writing to the Service Centre concerned.

9.2 If you are unhappy with the way in which any part of the Protected Vehicle has been replaced or repaired under this warranty you should complain in writing to the Service Centre concerned.

9.3 If You are unhappy with the administration of this Warranty or claims handling then You should complain in writing to The Manager, Lexus Customer Services, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF or by email [customer.relations@thewarrantygroup.com](mailto:customer.relations@thewarrantygroup.com), or by phone on 0330 100 3247.

9.4 If any complaint that you make under clause 9.1, 9.2 or 9.3 is not resolved to your satisfaction then please write to the following address:

Customer Relations, Lexus Division, Toyota (GB) PLC, Great Burgh, Burgh Heath, Epsom, Surrey, KT18 5UX.

## 10. Customers queries

10.1 If you have any queries regarding the operation of this Warranty you may telephone the Administrator on 0330 100 3299. Alternatively, you may write to the Administrator at the address shown in Clause 9

## 12. Governing Law

12.1 These Terms and Conditions are governed by and shall be interpreted according to the laws of England and both Parties (You and Us) agree to submit any dispute they have regarding these Terms and Conditions to the exclusive jurisdiction of the English Courts.