



Optima Personal Accident Individual

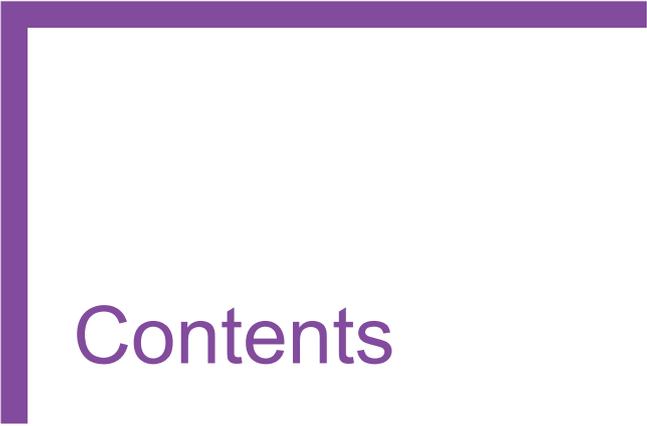
Policy Wording

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To make a claim, call **0344 748 0103**
Please add this number to your mobile phone



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Optima Personal Accident Individual insurance

This policy is evidence of a contract solely between **you** (**your** name is specified in the schedule) and **us** (Ageas Insurance Limited). The Contracts (Rights of Third Parties) Act 1999 will not confer any additional rights under this policy in favour of any third party.

If **you** agree to pay the premium and any taxes due and **we** agree to accept them, then **we** agree to provide cover to **you** in the terms set out in this policy during the **period of insurance** specified in the schedule.

On behalf of Ageas Insurance Limited.



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Please read this policy and the schedule carefully and ensure that they meet **your** requirements.

If **you** have any queries please contact **your** broker or intermediary who will be pleased to help **you**.

Please keep this policy in a safe place - **you** may need to refer to it if **you** make a claim.

How to make a claim

If **you** think **you** have a claim under this policy **you** should:

- Check that the cause of **your** claim is covered - the policy contains details of what is covered and what is not covered;
- Read 'Important information' on page 4;
- Follow the 'Claim procedure' on page 5; and
- Read '**Our** customer-care policy' on pages 11.

Important information

Cooling-off period

We hope that **you** will be happy with **your** insurance policy. However, if this policy does not meet **your** needs **you** have 14 days from the date **you** received **your** policy documents to cancel the policy and get a full refund.

We will make a charge of 20% of the annual policy premium if **you** have made or reported a claim.

To cancel **your** policy, please contact the insurance broker or intermediary who sold **you your** policy.

Hazardous activities

We will not provide cover while **you** are taking part in certain **hazardous activities** unless **we** have agreed otherwise in writing or by endorsement to the policy. The policy defines which **hazardous activities** are excluded.

Illness cover

We will not provide cover against **illness** during the first four **weeks** following inception of this policy unless **you** were covered for the same **illness** under another policy.

Policy limits

This policy shows the limits of how much **you** can claim. Please read the policy and the schedule to ensure that it meets **your** requirements.

You should be aware that **we** will not pay **you** a **temporary total disablement** benefit that results in **your** total income (from **us**, **your** employer, **your** business or trade, any other insurer or insurance scheme or policy and Statutory Sick Pay) during **your** period of **temporary total disablement** exceeding 75% of the earnings (including overtime, commission and bonus payments) that **you** received during the same period in the previous year.

Claims procedure

If **you** need to make a claim, or when **you** become aware of an event that may lead to a claim, please contact **us** as soon as possible to request a claim form. Please have **your** policy number available to enable **us** to locate **your** policy.

For all claims **we** can be contacted on:

Telephone: 0344 748 0103

Email: personal.accident@ageas.co.uk

Your fully completed claim form should be returned to **us** at the following address:

PA Claims

Travel Department

Ageas Insurance Limited

Ageas House

Hampshire Corporate Park

Templars Way

Eastleigh

Hampshire

SO53 3YA

Claims conditions

- a **You** must place yourself under the care of a **medical practitioner** and follow their advice.
- b **You** must, at **your** expense, provide **us** with any reports, certificates, information and evidence that **we** ask for and do so in the manner **we** request.
- c No amount payable under this policy will bear interest.
- d If **we** request **you** to do so, **you** must undergo medical examination at **our** expense. In the event of **your** death, and if a post-mortem of the body is carried out, **we** may request a copy of the Coroner's report.

Definitions

In this policy, its schedule and endorsements, certain words and phrases are defined and whenever they are used they will have the meanings given below. To help **you** identify them **we** have printed them in bold print.

You, your(s)

The person named in the schedule as the policyholder or, if **you** die or disappear, **your** legal representative.

We, us, our(s)

Ageas Insurance Limited.

Benefit period

The maximum number of **weeks** (but not necessarily consecutive **weeks**) for which **temporary total disablement** benefits are payable due to any one **bodily injury** or **illness**. The benefit period commences at the end of the **deferment period**.

Bodily injury

Physical injury (other than when directly or indirectly caused by **illness** or disease) caused solely and directly by a sudden external unforeseen and identifiable accident event or assault and shall include exposure to the elements.

Deferment period

The period at the commencement of a period of **temporary total disablement** during which no benefit is payable.

Excess period

The period at the commencement of a period of **temporary total disablement** for which no benefit is payable.

Expert medical practitioner

A person other than **you**, a member of **your** immediate family or an employee of **yours**, who is qualified as a consultant in the branch of medicine to which the **bodily injury** or **illness** relates.

Hazardous activities

- a Flying (including hot-air ballooning, hang-gliding, gliding and micro-lighting) other than as a fare-paying passenger in a licensed passenger aircraft
- b Equestrian activities
- c Hunting or shooting
- d Martial arts, boxing, wrestling or judo
- e Motor sports, rallies or competitions

- f Motorcycling (including motor tri-cycling and motor quadri-cycling) whether as the rider or as a passenger
 - i on a public highway unless **you** are wearing a crash helmet and the rider has the appropriate licence to do so
 - ii not on a public highway
- g Mountaineering, abseiling or rock climbing requiring the use of ropes and/or guides
- h Organised team football (including American, Australian and Association football), ice hockey, hockey, lacrosse, hurling, shinty or rugby
 - i Parachuting, parasailing or parascending
- j Pot-holing
- k Professional sporting activities of any kind
- l Speed boating and/or power boating in vessels capable of speeds greater than 20 knots
- m Racing (other than on foot or while swimming)
- n Rafting, canoeing or kayaking in white-water rapids
- o Any form of swimming at a depth of 30 metres or more
- p Any form of swimming using breathing apparatus other than a snorkel unless **you** are a qualified diver and accompanied by a fellow diver or **you** are unqualified but accompanied by a qualified instructor
- q Water-skiing
- r **Winter sports**
- s Yachting

Hijack

The unlawful seizure or exercise of control by violence or threat of violence of the means of transportation in which **you** are travelling.

Illness

Any sudden and unexpected deterioration in health which first manifests itself during the **period of insurance** and is not caused by **bodily injury**.

Kidnap

The taking and holding by illegal force or fraud for a ransom.

Loss of hearing

Total loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive **weeks** and that in the opinion of an **expert medical practitioner** will not be recovered.

Loss of limb or limbs

The permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs that in the opinion of an **expert medical practitioner** will not be recovered.

Loss of sight

The permanent and total loss of sight that will be considered as having occurred in both eyes if **your** name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of speech

Total loss of speech that has lasted for 52 consecutive **weeks** and that in the opinion of an **expert medical practitioner** will not be recovered.

Medical practitioner

A person other than **you**, a member of **your** immediate family or an employee of **yours**, who is licensed to practice medicine or surgery in the country where treatment is given.

Period of insurance

The period shown in the schedule.

Permanent total disablement

Disablement caused other than by death, **loss of limb or limbs, loss of sight, loss of speech or loss of hearing** that has lasted for 52 consecutive **weeks** and will, in the opinion of an **expert medical practitioner**, prevent **you** from ever engaging in any occupation for which **you** are fitted by reason of education, training or experience.

Temporary total disablement

Temporary disablement that has been certified by a **medical practitioner** as entirely preventing **you** from engaging in **your** usual occupation.

Terrorism

An act including, but not limited to, the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes, or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Week(s)

A period of seven consecutive days.

Winter sports

Skiing of any form (including snow skiing, dry-slope skiing, cross country skiing, alpine skiing, glacier skiing, land skiing, mono-skiing, langlauf or Nordic skiing, ski-racing, ski-jumping, ski-flying, ski-bobbing, ski-acrobatics and stunting and heli-skiing), ice-skating and use of sledges, skeletons, snow boards, snow mobiles, bobsleighs, toboggans or luge.

Personal accident

(and **illness** if specified in the schedule)

What is covered	What is not covered
<p>If you suffer bodily injury during the period of insurance, that within 104 weeks, independently of any other cause, results in your:</p> <ol style="list-style-type: none">1 death;2 loss of limb or limbs;3 loss of sight;4 loss of speech;5 loss of hearing;6 permanent total disablement;7 temporary total disablement; or8 if you suffer illness during the period of insurance that independently of any other cause results in your temporary total disablement during the period of insurance; <p>we will pay you the applicable benefit specified in the schedule during the benefit period for each occurrence of bodily injury or illness that gives rise to a claim.</p> <p>If you disappear for a period longer than 52 consecutive weeks in circumstances which indicate that you have sustained bodily injury from which we believe that you have died, we will pay you the death benefit specified in the schedule.</p> <p>If you are subsequently found to be alive, we will be entitled to reimbursement of any amount we have paid.</p> <p>In addition, we will pay you:</p> <ol style="list-style-type: none">i Up to £150 for clothing or personal effects (excluding documents, furs, jewellery, photographic or video equipment, money, securities, stamps or goods or samples used in connection with your business profession or trade) lost or damaged at the time you suffer bodily injury.ii Hospitalisation benefit of £50 for each full day that you are hospitalised in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands as a direct result of bodily injury or illness.iii 4% of the temporary total disablement benefit for each full day that you are hijacked or kidnapped.iv An increase in benefit to indemnify you from the beginning of a new fiscal year if the total amount paid to you for temporary total disablement for a continuous period of 52 weeks results in your becoming liable for income tax on further benefits payable.	<p>We will not pay you for any bodily injury or illness or any other direct or indirect loss connected to the event you are claiming for unless we specifically provide cover under this Policy or indirectly caused by, or contributed to, or arising from:</p> <ol style="list-style-type: none">a you participating or conspiring in any act of terrorism not involving the use or release or the threat thereof of any nuclear weapon or any chemical or biological agents;b any act of terrorism which involves the use or release, or the threat thereof, of any nuclear weapon or any chemical or biological agents;c you participating or conspiring in war or any act thereof, invasion, act of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power;d you committing or attempting to commit suicide or intentional self-injury;e an insured persons participation in active service in any armed forces the Territorial Army and other reserve services whether war be declared or not;f you engaging in any hazardous activity unless we have agreed otherwise in writing or by endorsement;g you being under the influence or effect of alcohol or drugs other than drugs taken as prescribed by a medical practitioner;h your criminal act or acts;i any physical defect, infirmity or condition which existed or for which medical advice or treatment had been given prior to the time that your cover first commenced unless we have agreed otherwise in writing or by endorsement to the schedule;j HIV (Human Immunodeficiency Virus) or any HIV related illness including Aids (Acquired Immune Deficiency Syndrome) or any mutant derivatives or variation of it however caused;k sexually transmitted disease;l your mental or nervous disorder of psychiatric or psychological origin emanating from any source including stress, anxiety, bereavement or depression or from a delay in recovering from any other condition(s) considered to have been caused by these or from side effects of medication prescribed by a medical practitioner as treatment for them;

What is covered	What is not covered
	<p>m your muscular or skeletal condition or injury unless caused directly by external, sudden, violent and visible means during the period of insurance and not aggravated by any previous muscular or skeletal condition or injury;</p> <p>n your addiction to drugs;</p> <p>o your pregnancy or you giving birth; or</p> <p>p ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.</p>

Special provision

Continuation of disability

If following a period of **bodily injury** or **illness** that results in **temporary total disablement** for which **we** pay the benefit, **you** suffer a relapse of the same related **bodily injury** or **illness** within 60 days of the ending of the first period of **bodily injury** or **illness**, **we** will regard the period of the relapse as a continuation of the first period of **bodily injury** or **illness**.

We will not apply the **deferment period** or the **excess period** again but will aggregate the two periods to determine the **benefit period**.

Limitations

We will not pay **you** more than one of the benefits for death, **loss of limb** or **limbs**, **loss of sight**, **loss of speech**, **loss of hearing** or **permanent total disablement** specified in the schedule for each occurrence that gives rise to a claim.

We will not pay **you** any benefit for **temporary total disablement** if **you** become entitled to the benefit for death, **loss of limb** or **limbs**, **loss of sight**, **loss of speech**, **loss of hearing** or **permanent total disablement** (as specified in the schedule).

We will not pay **you** any benefit for **loss of limb** or **limbs** or **loss of sight**, **loss of speech** or **loss of hearing** if no death benefit is specified in the schedule and **you** die within **13 weeks** of suffering **bodily injury**.

We will not pay **you** more than the death benefit specified in the schedule if a death benefit is included but is less than the benefit for **loss of limb** or **limbs**, **loss of sight**, **loss of speech** or **loss of hearing** and **you** die within **13 weeks** of suffering **bodily injury**.

We will not pay **you** for **temporary total disablement** due to **illness** if it arises within four **weeks** of inception of this policy unless immediately before that date **you** were covered under another **illness** policy that covered the same **illness**.

We will not pay **you** for **temporary total disablement** due to **bodily injury** or **illness** if at the time **you** suffer **bodily injury** or **illness** **you** are:

- 1 under the age of 16 years;
- 2 over the age of 65 years; or
- 3 not in gainful employment.

We will not pay **you** for loss or damage to clothing or personal effects where the total value of property lost or damaged is less than £50.

We will not pay **you** hospitalisation benefit for being hospitalised for more than 100 days in any one **period of insurance**.

We will not pay **you** for being **hijacked** or **kidnapped** for more than **40 weeks** or more than £2,000 per occurrence.

We will not pay **you** for being **hijacked** or **kidnapped** in addition to any benefit for death, **loss of limb** or **limbs**, **loss of sight**, **loss of speech**, **loss of hearing** or **permanent total disablement**.

We will not pay **you** a **temporary total disablement** benefit that results in **your** total income (from **us**, **your** employer, **your** business or trade, any other insurer or insurance scheme or policy and Statutory Sick Pay) during **your** period of **temporary total disablement** exceeding 75% of the earnings (including overtime, commission and bonus payments) that **you** have received during the same period in the previous year.

General conditions

Interpretation

Any word or phrase that has been defined will have that meaning wherever it appears in this policy irrespective of its font case, size and colour and irrespective of whether it is printed in bold or not. The schedule and any endorsements are part of this policy and **you** must read them as one document.

Change in your circumstances

You must tell **us** as soon as possible about any change in circumstances that increases **your** risk of **bodily injury** or **illness** and any change in **your** occupation or employment status. **You** must also notify **us** at the renewal of the policy if **you** have been declared bankrupt or have been convicted of, or charged but not tried, for any offence other than driving offences. **We** may change the terms and conditions of this policy from the date of any change in **your** circumstances.

Observance

Our liability will be conditional on **your** observance of the terms and conditions of this policy.

Assignment

Unless **we** agree to do so **we** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with, or relating to, this policy.

Fraud, misrepresentation or misdescription

A person is committing fraud if they knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - by providing false information in order to influence **us** to accept a claim
 - by exaggerating the amount of the claim; or
 - by supplying false or invalid documents in support of a claim.

If **we** find that fraud has been committed **we** will have the right to

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is any way fraudulent, false or exaggerated
- recover any cost incurred by **us**, including investigating and legal cost.
- recover the cost of any previously paid claims

In addition **we** may:

- inform the police, which could result in prosecution
- inform other organisations as well as anti-fraud databases.

Cancellation

We may cancel any cover under this policy by giving **you** two **weeks** notice by recorded delivery letter to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- Where **we** suspect fraud on this or any other related policy.
- Changes to the information detailed on **your** proposal form or on a statement of insurance or schedule which may result in the risk no longer being acceptable to **us**.
- Where a misrepresentation has been made that means **we** longer wish to provide cover.

In this event, **we** will calculate the premium for the period up to the date when the cancellation takes effect and **we** will refund the premium paid for the un-expired **period of insurance**. If **we** cancel the policy because **you** submitted a dishonest or fraudulent claim then **we** will not refund the premium.

You may cancel this policy by giving **us** written notice.

We will cancel the policy from the date **we** receive **your** notice or any later date **you** request. If **you** have not made a claim during the current **period of insurance**, **we** will calculate the premium for the period up to the date when the cancellation takes effect and **we** will refund the premium paid for the unexpired **period of insurance**. If **you** have made a claim during the current **period of insurance** the full annual premium will be payable and **we** will not refund any amount to **you**.

Non-payment of premiums

If **you** fail to pay any premium by its due date, **we** will cancel this policy from that date. If **you** pay the premium under any agreement to pay by more than one instalment, the due dates of these instalments will be in accordance with that agreement.

Hijack or kidnap

If during the **period of insurance** **you** are **hijacked** or **kidnapped** **we** will continue to cover **you** for up to 52 **weeks** from the date of **hijack** or **kidnap** or until **your** release whichever is earlier.

Arbitration

If any dispute arises between **you** and **us** over the amount payable it will be referred to an arbitrator jointly appointed by **you** and **us** in line with the law at the time. The decision of the arbitrator will be final and binding on both **you** and **us** and judgement of the award made by the arbitrator may be entered in any court that has jurisdiction. Whoever loses the arbitration will pay the costs of arbitration. If the decision is not totally in favour of either **you** or **us**, the arbitrator will decide who will pay the costs.

Jurisdiction

This contract will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales [unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction].

Language

Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be in the English Language.

Our customer-care policy

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us **your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

For complaints about claims, contact Customer Services Advisor at:

Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

Phone **0344 748 0103**

Email personal.accident@ageas.co.uk

For complaints about policy administration and documents, contact the Head of Travel & Special Risks Underwriting at:

Ageas Insurance Limited
6th Floor, One America Square
17 Crosswall
London
EC3N 2LB

Phone: **0370 241 6182**

Email: patravel.underwriting@ageas.co.uk

We promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** again.

Calls to 0370 and 0344 numbers will cost no more than calls to 01 or 02 numbers in the UK.

Financial Ombudsman Service

You may be able to pass **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review **your** case.

Their address is:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone **0800 023 4567** if calling from a land line or **0300 123 9123** if calling from a mobile.

You can visit the Financial Ombudsman Service website at www.financial-ombudsman.org.uk

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on **0800 678 1100** or **020 7741 4100**.

Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website www.ageas.co.uk or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

Your agent will have their own uses for **your** personal data. Please ask **your agent** if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of information about **you** including personal information such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect sensitive personal information such as details regarding **your** health, credit history and/or criminal convictions.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your policy** such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given **us** permission such as using or collecting sensitive information. If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

To make a claim, call 0344 748 0103
Please add this number to your mobile phone

Ageas Insurance Limited

Registered address

Ageas House, Hampshire Corporate Park,
Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

