

Marine Third Party Liability Insurance

Policy document




navigators
& general
a part of geo underwriting

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Thank you for choosing Navigators & General for your insurance

We have been at the forefront of pleasure boat insurance for over 100 years. As such, **we** understand that offering the right insurance to **our** customers is about more than comparing premiums and cover, it's also about choosing a company that appreciates the differing needs of boat owners. With **our** wealth of experience, **you** can be assured of a personal and professional service.

If **you** would like to request a policy document, please call **us** or write and **we** will arrange for this to be sent out to **you**, alternatively a copy can be downloaded from **our** website: www.navandgen.co.uk

Important note

This policy, provided by Navigators & General who are a trading name of Geo Underwriting services limited and is underwritten by HCC International Plc ('HCCI') trading as Tokio Marine HCC.

It is designed to provide insurance protection against third party liability claims that may be brought against **you** that relate to the use or ownership of **your vessel**.

The policy requires that the **vessel seaworthy** and if **you** are unable to maintain the **vessel** due to lack of knowledge, time or skill **you** must engage the services of somebody to do so on **your** behalf.

Some countries may require additional certification, please contact us if **you** are planning to use **your vessel** or **your** tender outside of the UK.

Data protection statement

This Data Protection Notice explains what personal information is collected and how this is used. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Navigators & General a trading name of Geo will process **your** details in accordance with the Data Protection Act 2018 and/or other applicable legislation in force.

You are entitled to know what personal data is held on **you** and to make what is referred to as a "Data Subject Access Request" ('DSAR'). **You** are also entitled to request that **your** personal data be corrected in order that Geo hold accurate records. In certain circumstances, **You** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability.

Further information on **your** rights is included in **our** Privacy Policy.

If **you** wish to make a Data Subject Access Request" ('DSAR') to access, correct, update or request deletion of **your** personal data, Geo will ask **you** to provide a copy of any two of the following documents: Driver's licence, Passport, Birth certificate, Bank statement (from the last 3 months) or utility bill (from the last 3 months).

Geo will respond to all requests from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. If **you** would like to exercise **your** data protection rights or have any questions, please email advisorydataprotection@ardonagh.com or in writing to:

The Ardonagh Advisory Data Protection Officer
Suite P
The Octagon
Colchester
CO1 1TG

You can also complain to the ICO if **you** are unhappy with how **we** have used **your** data.

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
SK9 5AF

Helpline: 0303 123 1113

ICO website: ico.org.uk

Fair Processing Notice

The privacy and security of **your** information is important to **us**. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs **you** of certain rights **you** have regarding **your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Geo Underwriting Services Ltd (part of the Ardonagh Group of companies) is the Data Controller of the information **you** provide **us** and is registered with the Information Commissioner's Office for the products and services **we** provide to **you**.

You can contact **us** for general data protection queries by email to advisorydataprotection@ardonagh.com or in writing to The Ardonagh Advisory Data Protection Officer, Suite P the Octagon, Colchester, CO1 1TG. Please advise **us** of as much detail as possible to comply with **your** request. For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/about-us/business-portfolio>.

What information do we collect?

We will collect personal information which may include **your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **your** enquiry or product and payment details (including bank account number and sort code) which **we** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **you** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **you** object to use of this information then **we** will be unable to offer **you** the product or service requested.

How do we use your personal information?

We will use **your** personal information to

- assess and provide the products or services that **you** have requested
- communicate with **you**
- develop new products and services
- undertake statistical analysis.

We may also take the opportunity to

- contact **you** about products that are closely related to those **you** already hold with **us**
- provide additional assistance or tips about these products or services
- notify **you** of important functionality changes to **our** websites.

Only where **you** have provided **us** with consent to do so, **we** may also from time to time use **your** information to provide **you** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

We make outbound phone calls for a variety of reasons relating to many of **our** products or services (for example, to update **you** on the progress of a claim). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **we** comply with them.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **we** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **you** provide to **us**, including information provided via forms **you** may complete on **our** websites, and information which **we** may collect from **your** browsing (such as clicks and page views on **our** websites).

Any new information **you** provide **us** may be used to update an existing record **we** hold for **you**.

When do we share your information?

To help **us** prevent financial crime, **your** details may be submitted to fraud prevention agencies and other organisations where **your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **our** products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment

The data **we** collect about **you** may be transferred to, and stored at, a destination outside of the **United Kingdom**("UK"). It may also be processed by staff operating outside of the UK who work for **us** or for one of **our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **you** have requested.

If **we** provide information to a third party **we** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB)

We may also share **your** information with anyone **you** have authorised to deal with **us** on **your** behalf.

How long do we keep your information for?

We will not keep **your** personal information longer than is necessary for the purpose for which it was provided unless **we** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **we** provide. In certain cases, **we** will keep **your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **you** or a third party at a future date, even after **your** contract with **us** has ended.

Your rights

There are a number of rights that **you** have under data protection law. Commonly exercised rights are:

Access – **You** may reasonably request a copy of the information **we** hold about **you**.

Erasure – Where **we** have no legitimate reason to continue to hold **your** information, **you** have the right to have **your** data deleted (sometimes known as the right to be forgotten) **you** have the right to change or withdraw **your** consent and to request details of any personal data that **we** hold about **you**.

We may use automated decision making in processing **your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **you** are unhappy with it

Marketing – If **you** wish to inform **us** of changes in consent for marketing please contact **us** at the address and telephone number indicated in any recent correspondence or emails **you** received from **us**.

If **you** are unhappy about the way **we** have handled **your** data or upheld **your** rights, **you** can complain to the Information Commissioner's Office (ICO) at any time. Further details of **your** rights can be obtained by visiting the ICO website at www.ico.org.uk/your-data-matters

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If **you** feel **we** have not delivered this, **we** would welcome the opportunity to put things right for **you**.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with **your** usual contact at Navigators & General or **your** broker or insurance intermediary, as they will generally be able to provide **you** with a prompt response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**.

Alternatively, **you** can contact **us** for any policy related issues as below:

Telephone: 01273 863400

By email: complaints@navandgen.co.uk

By post: C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX

Many complaints can be resolved within a few days of receipt

If **we** can resolve **your** complaint to **your** satisfaction within the first few days of receipt, **we** will do so. Otherwise, **we** will keep **you** updated with progress and will provide **you** with **our** decision as quickly as possible.

Next steps if you are still unhappy

If **you** are not happy with the outcome of **your** complaint, **you** may be able to ask the Financial Ombudsman Service to review **your** case.

We will let **you** know if **we** believe the ombudsman service can consider **your** complaint when **we** provide **you** with **our** decision. The service they provide is free and impartial, but **you** would need to contact them within 6 months of the date of **our** decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider **your** complaint, **you** may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

Marine Third Party Liability Insurance Policy Document

Governing Law

Your policy is governed by the law that applies to where **you** reside within the **United Kingdom**, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case **you** agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, **we** will communicate to **you** in English.

If **you** would like to request a policy document, please call **us** or write and **we** will arrange for this to be sent out to **you**, alternatively a copy can be downloaded from **our** website: www.navandgen.co.uk

Relevant to the entire policy

This policy is an agreement between **you** and **us**. It is based on the information **you** have given to **us** and **your** agreement to pay the premium. Remember, **you** must tell **us** if this information changes. If **you** do not, **your** policy may not be valid and **we** may not pay any claims **you** make either in part or in full. **You** must read all **policy documentation** as one contract. Please make sure it provides the cover **you** asked for. If not, please contact **us** as soon as possible.

Information you should provide

It is important **you** check the information shown in **your policy documentation**, as **your** policy and cover is based on the information **you** have given **us** (either direct or via **your** insurance adviser) during the application process or subsequently, as confirmed in **your** most recent documents. Although **we** may undertake checks to verify **your** details, **you** must take reasonable care to ensure all information provided by **you** or on **your** behalf is, to the best of **your** knowledge and belief, accurate and complete.

You must tell **us** immediately if at any time any of the information is incorrect or changes. If **we** have wrong information this may result in an increased premium and/or claims not being paid in full, or **your** insurance may not be valid and claims will not be paid. If in doubt about any information please contact **us** soon as possible.

Changes in information **we** need to be informed of include, but are not limited to, the following examples and apply equally to all persons covered under the policy:

- accidents (fault or non-fault) whether or not resulting in a claim
- thefts (of or from the **vessel**)
- convictions or pending prosecutions for any criminal offence

- change of **your** address or where **your vessel** is moored
- make and/or model of **vessel**
- use of **vessel**
- modifications to **your vessel**
- any health matters affecting ability to operate the **vessel**.

Your insurance may not be valid until **we** have agreed to accept **your** changes and **we** will be entitled to vary the premium and terms for the rest of the period of insurance.

You should keep a record of all information supplied to **us** in connection with this insurance.

The Schedule, Certificate of Insurance, Operative Endorsements and Policy are to be read together as one contract and are based on the information **you** have provided.

Cancellation rights

You may cancel **your** policy at any time if **you** decide that **your** policy does not meet **your** requirements, please inform **us** or **your** insurance broker within 14 days of receiving it and **we** will return the entire premium **you** have paid for the period of insurance.

After 14 days, **we** will refund any remaining balance of premium calculated on a pro-rata basis (plus insurance premium tax). **We** will not refund any premium if **we** have paid a claim or one is outstanding when **you** cancel **your** policy.

Our Right of Renewal

Our right to renew this policy does not affect **your** cancellation rights detailed on **your** copy of the policy. If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right (which **we** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **you** decide **you** do not want **us** to renew the policy, provided **you** tell **us** before the next renewal date, **we** will not renew it.

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold. In this policy the words '**you**', '**your**' and '**yours**' refer to the person or persons named in the **policy documentation** as the insured. The words '**we**', '**us**' and '**our**' mean Navigators & General.

Houseboat: A boat that is permanently located or moored at a single location and used as a permanent/main place of residence and/or is connected to onshore mains gas or mains electricity

Policy documentation: policy, schedule, endorsements and certificate of insurance.

Racing: any organised competitive events with a designated start and finish; speed tests or connected trials.

Seaworthy: the **vessel** is **seaworthy** if it is maintained and crewed in such a way as to be able to operate safely in conditions which can reasonably be expected. If **you** are unable to maintain the **vessel** due to lack of knowledge, skill or time **you** must employ the services of a professional to do so on **your** behalf.

Terrorism: the use or threat of violence or force, designed to influence the government or to intimidate the public, for the purpose of advancing a political, religious or ideological cause.

United Kingdom: England, Wales, Northern Ireland, Scotland, Isle of Man and Channel Islands.

Vessel: **your** boat as described in the **policy documentation** including the following items used in conjunction with it:

- tender not exceeding 16'
- road trailer
- launching trolley.

What is covered by this policy

This policy covers third party liabilities arising from **your** ownership of **your vessel** shown within the **policy documentation**. It also covers **your** legal liabilities whilst **you** are in charge of a boat not owned by **you**, provided the boat is not insured under another policy.

This policy does not cover **loss or damage** or liability if **your vessel** or any boat **you** are using:

- has a maximum design speed in excess of 45 knots
- is of ferro cement construction
- is in excess of 60' in length or in the case of narrowboats 75'
- is a jetski, jetscooter or classed as a personal watercraft
- is of amateur construction or a conversion
- is a static **houseboat**
- was built before 1950.

Liability to others

What is covered

We will cover **your** legal liabilities, up to £3,000,000, to compensate other people if someone dies or is injured, or property, not owned by **you**, is lost or damaged as a result of **your** interest in **your vessel**.

Pollution

We will pay any pollution related clean up costs, fines or penalties resulting from a sudden identifiable, unintended and unexpected incident occurring entirely at a specific time and place.

Removal of Wreck

We will pay up to £15,000 costs of attempted or actual raising, removal or destruction of the wreck of **your vessel** or any failure to do so, resulting from an incident covered by this insurance.

We will provide this cover for:

- **you** and those in control of **your vessel** with **your** permission.

Policy conditions

Assignment

This policy is non-transferable.

Cancellation by you or us

The policy may be cancelled by **you** or **us**, subject to the terms of this condition.

If the policy is cancelled within 14 days of **you** receiving it (or for renewals, within 14 days of **your** policy renewal date), **we** will refund all the premium **you** have paid.

After 14 days, **we** will refund any remaining balance of premium calculated on a pro-rata basis (plus insurance premium tax)

No return of premium will be given if an incident has occurred in the same period of insurance as the cancellation.

You must pay any outstanding premium which is due if the policy is cancelled after an incident has occurred in the same period of insurance.

Cancellation by you

You may cancel **your** policy at any time by contacting **us** or **your** insurance broker. **We** cannot cancel the policy earlier than the date **you** contact **us** or **your** insurance broker.

Cancellation by us

We may cancel **your** policy where there is a valid reason for doing so by giving **you** 30 days' notice in writing to **your** last known address. Valid reasons may include but are not limited to:

- where **you** advise **us** of a change of risk under **your** policy which **we** are unable to insure
- where **you** fail to respond to requests from **us** for further information or documentation
- where **you** have provided **us** with incorrect information and have failed to provide a reasonable explanation when requested
- the use of threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers, by **you** or any person acting on **your** behalf.

Cancellation due to non-payment

If **you** fail to pay **your** premium, **we** may cancel **your** policy in accordance with the terms of **your** credit or payment plan with **us**, and **we** may refuse **your** claim.

Cancellation after a total loss settlement

After **we** settle **your** claim on the basis of a total loss of **your vessel** all cover will then end unless **we** agree differently. There will be no refund in premium and **you** must pay any outstanding premium due for the remainder of the current period of insurance.

Change of ownership

Should **your vessel** be sold or transferred to new ownership or there is a change in interest, this policy will be cancelled from the relevant date.

Change of vessel

If **you** replace **your vessel**, **your** insurance will no longer be valid and claims will not be met.

Competence

Those in charge of **your vessel** with **your** permission must have satisfied **you** of their competence, prior to **your** agreement.

Due care and diligence

You must exercise due care and diligence at all times.

Fraudulent Claim

If a claim is fraudulent or false in any way, **we** will not make any payment and the policy will be void. There will be no refund of premium.

Other insurance

If any claim is covered by another insurance policy, **we** will not pay the claim.

Responsibility

Everyone covered by this policy must follow the policy terms and conditions.

Rights of third parties

No person who is not party to this policy, or to whom cover is not expressly extended, may enforce any term of this policy.

Sanction Limitation and Exclusion

Your Insurers shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **your** Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Policy Exclusions

We will not pay for any claims arising from:

- any loss or damage to **your vessel** or any boat **you** are in charge of
- accidents or illness to any person contracted by **you**, in any capacity whatsoever, in connection with **your vessel**

- any accident or incident that occurs outside the period of insurance unless **you** have selected this cover and paid the additional premium
- any activity involving persons being pulled by **your vessel**, unless the additional waterskiing/wakeboarding option has been selected
- any chemical, biological, bio-chemical or electromagnetic weapon
- deception by **you**
- ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
- loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- any loss, damage or liability caused by or happening through riot or civil commotion outside the **United Kingdom**;
- fines, penalties or punitive damages
- fire or explosion where **your vessel** and/or tender is fitted with inboard machinery and the maximum design speed exceeds 20 m.p.h or 17 knots unless it is equipped with automatic, or remote controlled from the steering position, fire extinguishing apparatus in the engine compartment
- Non-standard use of **your vessel** unless it is noted in **your** schedule or amended by endorsement where **your vessel** is used:
 - for hire or charter;
 - for anything except **your** own private pleasure;
 - as a **houseboat**;
 - outside the cruising limits shown in **your** policy (however **you** may travel outside of **your** cruising limits if **you** are forced to by the weather, any form of danger or an order of Government or legal authority);
- liabilities whilst **your vessel** is in transit by road
- liabilities assumed under contract, incurred solely by an agreement entered into by **you**
- liabilities of passengers or crew engaged in swimming, diving or any similar sport or activity, from the time of leaving **your vessel** until safely within **your vessel**
- liabilities whilst **your vessel** is in the care, custody or control of any business, trade, profession or organisation. This includes delivery skippers
- liabilities whilst **racing**
- **loss or damage** to **your vessel's** moorings

- **terrorism**
- war, invasion, acts of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- wilful misconduct or acts of recklessness by **you** or other persons in control of **your vessel** including, but not limited to, conduct when under the influence of alcohol or drugs
- **your** failure to maintain **your vessel** in a **seaworthy** condition or in the case of a trailer, roadworthy condition
- **your vessel** operating outside the cruising range shown in the **policy documentation**
- **your vessel** being stranded, sunk, swamped or breaking adrift whilst unattended for a period in excess of 8 hours, except on a sheltered and **recognised mooring or anchorage**. We would draw **your** attention to **Policy conditions – Due care and diligence**
- **your vessel** undertaking towage or salvage services under a pre-arranged contract. However, **your vessel** may assist or tow boats in distress.

We do not cover your liabilities if your vessel or a boat you are in charge of:

- is of ferro cement construction
- is in excess of 60' in length or in the case of narrowboats 75'
- is a jetski, jetscooter or classed as a personal watercraft
- is of amateur construction or a conversion
- is a static **houseboat**
- has a maximum design speed in excess of 45 knots
- was built before 1950.
- loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- any claim in any way caused by or resulting from:
 - Coronavirus disease (COVID-19);
 - Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - any mutation or variation of SARS-CoV-2;
 - any fear or threat of any of the above.

Optional Water Skiing/Wakeboarding Extension

If **you** have selected this cover and paid the additional premium, **we** will cover liabilities to and of water skiers and wakeboarders being pulled by **your vessel**. The limit of indemnity for this cover is £1,500,000.

Making a claim

To make a claim or report an incident, please contact **us** at

Email: claims@navandgen.co.uk

Telephone: 01273 863 450

Post: Navigators & General, C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX

We will need to know:

- **your** name, address and telephone number
- policy number
- the place where the incident occurred
- what caused the incident
- contact details of witnesses and third parties, where known.

You must tell **us** immediately about any accidents, claims or legal proceedings in connection with this policy, and give **us** all the information and help **we** may need, including contact details of all witnesses, likely claimants and persons against whom any recovery might be made.

You must send any writ, summons or comparable foreign documentation to **us** immediately it is received. **We** will decide how to settle or defend a claim, and may bring or defend proceedings in the name of any person covered by the policy, including proceedings for recovering any claim.

We will pay reasonable costs incurred by **you** in respect of official inquiries and/or coroners' inquests. **We** will also pay reasonable costs incurred by **you**, subject to **our** prior approval, for settling or defending any claim.

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Navigators & General

C/O Apogee, 6-8 Bonhill Street, London, EC2A 4BX

E: enquiries@navandgen.co.uk T: 01273 863400 W: www.navandgen.co.uk

Navigators & General administer your policy on behalf of HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC.

Navigators & General is a trading name of Geo Underwriting Services Limited authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400. Registered Address: 2 Minster Court, Mincing Lane, London, United Kingdom, EC3R 7PD. Registered in England and Wales. Company Number: 4070987.

HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority Firm Registration Number 202655).

