

# Your Insurance Documentation – The Nectar Credit Card/ The Nectar Business Credit Card from American Express

# YOUR INSURANCE DOCUMENTATION – THE NECTAR CREDIT CARD/ THE NECTAR BUSINESS CREDIT CARD FROM AMERICAN EXPRESS

# Contains:

- Key Information:
  - (i) Policy Summary
  - (ii) Terms of Business
- Policy Terms and Conditions



# **KEY INFORMATION**

# (i) Policy Summary

#### IMPORTANT INFORMATION

This Policy Summary contains some important facts about the insurance provided with The Nectar Credit Card / The Nectar Business Credit Card from American Express (the "Card"). It does not contain the full Policy Terms and Conditions and it is important that these are read to ensure full understanding of the cover provided. Full Policy Terms and Conditions are provided with your Card and can also be found on the American Express website.

The insurance is provided under a group insurance policy that American Express Services Europe Limited holds with an insurer for the benefit of its Cardmembers. There is no additional charge or premium for this insurance. The insurer that underwrites the relevant policy is:

ACE European Group Limited (the "Insurer").

#### **ELIGIBILITY**

The benefits described in this Policy Summary are dependent upon a Card being issued, the Card account being valid and the account balance having been paid in accordance with the Cardmember agreement at the time of any incident giving rise to a claim.

All benefits are dependent on the use of the Card.

The insurance benefits may be varied, withdrawn or cancelled in certain circumstances in accordance with the Policy Terms and Conditions. You will be given at least 30 days' written notice of such a change.

#### **DURATION OF COVER**

You are entitled to the insurance benefits under the policy from the moment the Card is activated and for as long as the eligibility criteria (as set out above) continues to be met or until we withdraw or cancel the insurance benefits by notice to you.

#### SUMMARY OF COVER

Purchase Protection and Refund Protection is provided for the Cardmember and supplementary Cardmembers, their respective partners or spouses living at the same address and dependent children under the age of 23. All insurance benefits are dependent on the use of the Card.

The following tables set out the benefits payable under Purchase Protection and Refund Protection.



#### PURCHASE PROTECTION AND REFUND PROTECTION

Purchase Protection and Refund Protection covers eligible items purchased on the Card account provided those items are for personal use, have had no previous owner and were not purchased privately.

The following table sets out the benefits payable under the Purchase Protection and Refund Protection cover:

| Cover, subject to Policy<br>Terms and Conditions,<br>UP TO:  | Key Exclusions & Limitations:   | Policy<br>Terms and<br>Conditions<br>Section<br>Number |
|--|---|--|
| £2,500 if an eligible item purchased on the Card account is stolen or damaged within 90 days of purchase   | KEY EXCLUSIONS & LIMITATIONS  Theft of electronic items and equipment Second hand items Maximum £20,000 in a 12 month period £50 excess applies Deduction for wear and tear | 1.1  |
| REFUND PROTECTION  • £200 per item if a UK retailer will not take back an eligible item purchased on the Card account within 90 days of purchase | KEY EXCLUSIONS & LIMITATIONS  Closing down sale items, tickets, antiques, perishable goods Items costing less than £25  Maximum £750 in a 12 month period                   | 1.2  |

#### OTHER SERVICES

#### **GLOBAL ASSISTANCE ON OR RELATING TO A TRIP**

- 24 hour assistance helpline
- Emergency cash advance up to £250
- · Dispatch of prescriptions, prescription spectacles and contact lenses

#### YOUR RIGHT TO CANCEL

You may cancel this insurance by cancelling your Card at any time. If you do this within 14 days of activating your Card account, any money you have paid for the Card will be returned to you. Please refer to your Cardmember agreement for more details.

#### **HOW TO CLAIM**

If You need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at www.americanexpress.co.uk/claims

Alternatively, please call: +44 (0) 345 841 0059

Please be ready to provide your Card number, which should be used as your reference number. Please ensure copies are kept of all documentation relating to a claim. For further details please see the 'How to Claim' section within the full Policy Terms and Conditions provided to you. Please be aware that there may be other taxes or costs that are not paid through us or imposed by us.



#### **CUSTOMER SERVICE & COMPLAINTS**

American Express and the Insurer are dedicated to providing a high quality service and aim to maintain this at all times. However, should you have a complaint, please contact American Express so your complaint can be dealt with as soon as possible. Contact details are:

American Express Insurance Executive Office Department 333 1 John Street Brighton BN88 1NH United Kingdom

Telephone: +44 (0) 870 600 0342<sup>1</sup> Email: insuranceexec@aexp.com

American Express and ACE European Group Limited are members of the Financial Ombudsman Service (FOS) who may be approached for assistance if you are not satisfied with the response you receive. Contact details are given below. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 From a mobile: 0300 123 9 123 From abroad: +44 20 7964 0500

Website: www.financial-ombudsman.org.uk

The Ombudsman will only consider your case if you have first given American Express and the Insurer the opportunity to resolve it.

# **COMPENSATION SCHEME**

In the unlikely event that American Express Services Europe Limited or ACE European Group Limited are unable to meet their obligations, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are:

Financial Services Compensation Scheme (FSCS) 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU United Kingdom

Telephone 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk.

<sup>&</sup>lt;sup>1</sup>Calls cost a maximum of 1p per minute, plus your phone company's access charge



# (ii) Terms of Business

The information in this section explains the basis of the insurance services provided to you by American Express.

The Nectar Credit Card is offered by American Express Services Europe Limited registered office: Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority.

#### 1 The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services.

#### 2 Whose products do American Express offer?

American Express only offer Purchase Protection and Refund Protection underwritten by ACE European Group Limited.

# 3 Which service will American Express provide you with?

You will not receive advice or a recommendation from American Express for any insurance associated with your Card. The insurance benefits are automatically included with your Card.

#### 4 What will you have to pay American Express for their services?

There is no additional charge, fee or premium payable for the insurance benefits provided with your Card.

American Express does not act as an agent or fiduciary for you, and may act on behalf of the insurance provider (as its agent or otherwise), as permitted by law. American Express may receive commissions from providers, and commissions may vary by provider and product. In some cases, an American Express group company may be the insurer or reinsurer and may earn insurance or reinsurance income. The arrangements with certain providers, including the potential to reinsure products, may also influence the insurance which is provided to Cardmembers.

# 5 Who regulates American Express?

The Nectar Credit Card is offered by American Express Services Europe Limited registered office: Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

#### 6 Ownership

American Express Services Europe Limited is ultimately owned by the American Express Company.



# 7 What to do if you have a complaint

If you wish to register a complaint, please contact: In writing:

American Express Insurance Executive Office
Department 333
1 John Street
Brighton BN88 1NH
United Kingdom

Telephone: +44 (0) 870 600 0342<sup>1</sup> Email: insuranceexec@aexp.com

Further details on the complaints process are contained in the Policy Terms and Conditions. If you cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service.

# 8 Are American Express covered by the Financial Services Compensation Scheme (FSCS)?

American Express is covered by the FSCS. You may be entitled to compensation from the scheme if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, with no upper limit. Further information about compensation scheme arrangements is available from the FSCS.

### **DEMANDS AND NEEDS**

This insurance meets the demands and needs of Cardmembers who require purchase protection and refund protection insurance cover alongside their Card account. American Express has not provided opinions or recommendations on the suitability of the insurance for you.

<sup>&</sup>lt;sup>1</sup>Calls cost a maximum of 1p per minute, plus your phone company's access charge

# POLICY TERMS AND CONDITIONS

These Policy Terms and Conditions give full details of the insurance cover provided with The Nectar Credit Card / Nectar Business Credit Card under the group policy of insurance held by American Express Services Europe Limited with ACE European Group Limited.

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The benefits described in these Policy Terms and Conditions are dependent upon a Card being issued, the Card account being valid and the account balance having been paid in accordance with the Cardmember agreement at the time of any incident giving rise to a claim.

All benefits are dependent on the use of the Card.

The benefits outlined in these Policy Terms and Conditions may be varied, withdrawn or cancelled in certain circumstances in accordance with these Policy Terms and Conditions. You will be given at least 30 days' written notice of such a change.

#### DEFINITIONS

Whenever the following words or phrases appear in **bold**, they will have the meaning as described below:

- "£" shall mean United Kingdom pounds sterling.
- "Account" or "Card Account" means your Nectar Credit Card / Nectar Business Credit Card account with American Express on which your Nectar Credit Card / Nectar Business Credit Card is issued.
- "American Express" means American Express Services Europe Limited.
- "Card" means any card or other Account access device issued to a Cardmember (or a Supplementary Cardmember) for the purpose of accessing the Account.
- "Cardmember" means any individual who holds a valid Account.
- "Children" means any of **Your** children (including step-children, fostered or adopted children) under the age of 23, who are legally dependent on **You** and who are not in full time employment.
- "Family" means Your partner or spouse, living at the same address as You, and Your Children.
- "Our/Us/We/Insurer" means: ACE European Group Limited, registered in England & Wales number 1112892 with registered office at 100 Leadenhall Street, London EC3A 3BP, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with registration number 202803 (full details of which can be found on the Financial Services Register by visiting www.fca.org.uk/register or by contacting the FCA on 0800 111 6768)
- "Policy" means the insurance cover provided under the Policy Terms and Conditions.
- "Policyholder" means American Express Services Europe Limited.
- "Policy Terms and Conditions" means these terms and conditions.
- "Policy Summary" means the document summarising the Policy.

"Supplementary Cardmember" means a person who has been nominated by the Cardmember to be issued with an additional Card on the Account and is also covered by the insurance benefits included with the Card.

"You/Your/Insured" means (i) Cardmembers and their Families, (ii) Supplementary Cardmembers and their Families.

#### INSURANCE BENEFITS

Insurance benefits are secondary: **We** will only pay amounts under this **Policy** if they are not covered by other insurance, state benefits or other agreements. **You** must inform **Us** of these and assist any relevant third parties in seeking reimbursement where appropriate.

#### 1. PURCHASE PROTECTION AND REFUND PROTECTION

This Section details the Purchase Protection and Refund Protection benefits provided with the **Card**.

Purchase Protection and Refund Protection insurance cover is provided when eligible items are purchased on the **Card Account** by the **Cardmember** or **Supplementary Cardmembers**.

#### 1.1 PURCHASE PROTECTION

#### YOUR BENEFITS

This benefit applies to items purchased on the **Card Account** for personal use that have had no previous owner and were not purchased privately.

If an item **You** buy is stolen or damaged within 90 days of purchase, **You** will be paid:

- a) the costs of repair or replacement of an item up to a maximum of the purchase price or £2,500 whichever is the lower. The purchase price will be the cost of a pair or set of items if they are used together and cannot be replaced individually;
- b) up to a maximum of £2,500 for any one incident;
- c) up to a maximum of £20,000 in any 12 month period.

### **EXCLUSIONS**

You will not be covered in respect of the following:

- 1) The first £50 of any claim.
- 2) Normal wear and tear.
- 3) Damage caused intentionally by **You**.
- Damage to items caused by product defects.
- Theft of or damage to items where **You** have failed to take sufficient care of them or have left them unsecured or outside **Your** reach.
- Theft not reported to the police within 48 hours of discovery and a written report obtained.
- Not taking reasonable care of items or leaving them unattended in a public place.
- 8) Theft of or damage to vehicles, their parts, or items in a vehicle.
- Theft of or damage to money, or other cash equivalents, travellers cheques or tickets.
- 10) Theft of or damage to animals, plants and perishable goods.
- 11) Theft of electronic items and equipment.
- Any fraudulent, dishonest or criminal act committed by **You** or anyone with whom **You** are in collusion.

- Confiscation or destruction of purchases by any government, customs or public authority.
- 14) Any portion of the purchase price not charged to **Your Card Account**.

#### 1.2 REFUND PROTECTION

#### YOUR BENEFITS

This benefit applies to items purchased on the **Card Account** for personal use that have had no previous owner and were not purchased privately. Only items purchased from a retailer operating in the UK with premises at a UK address are covered.

If a retailer will not take back an unused item **You** purchased on the **Card Account** within 90 days of purchase, **You** will be paid the purchase price of the item or £200, whichever is the lower. **You** will only be paid up to a maximum of £750 under this Refund Protection Section 1.2 in any 12 month period.

#### **EXCLUSIONS**

You will not be covered for:

- 1) Any item with a purchase price less than £25.
- Items that are not in a new and saleable condition, free from all defects, and in full working order.
- 3) Jewellery, precious stones, rare and precious coins or stamps; one of a kind items including antiques, art work and furs; cash or its equivalents (including travellers cheques), tickets; services; books; animals and plants; consumable and perishable goods; healthcare items; rebuilt and refurbished items; closing down sale items; vehicles and their parts; land and buildings; items permanently affixed to home, office or vehicles.

#### **GLOBAL ASSISTANCE**

This section details the Global Assist benefit provided with the **Card**.

The Global Assist helpline provides immediate assistance in an emergency when travelling outside the UK. This emergency service is available exclusively to **Cardmembers** and **Supplementary Cardmembers** and their respective **Families** travelling with them. It operates 24 hours a day, every day of the year on +44 (0) 20 3126 4113.

If **You** have a medical problem, a fully qualified English speaking doctor is on hand to provide advice. When **You** need to see a doctor, dentist or optician, or **You** need to visit a local hospital, Global Assist can provide names, addresses and telephone numbers from a network of carefully selected specialists, and can arrange hospitalisation, a doctor to visit **You** where required and an advance of medical expenses up to **£**250.

Global Assist will arrange for urgent items that are lost or left behind, and unavailable locally, to be dispatched to **You**, such as prescriptions and contact lenses. Up to two messages can be relayed to relatives or business associates to let them know what is happening.

In case of legal difficulties, Global Assist will put **You** in touch with the relevant embassy or consulate, provide the name of a local lawyer, and an advance of legal fees up to £250. **You** can be advanced up to £250 if **Your** money is lost or stolen and no other means of obtaining cash is available.

For all the above services, Global Assist makes the necessary arrangements free of charge. Any cash advances, medical or shipping or other costs will be charged to **Your Card**.

The Global Assist benefit is serviced by Inter Partner Assistance. Inter Partner Assistance is a branch of Inter Partner Assistance SA, of Avenue Louise, 166 bte1, 1050 Brussels, a Belgian company authorised by the National Bank of Belgium. Inter Partner Assistance is subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Some services under this Agreement are provided by AXA Travel Insurance. Inter Partner Assistance is part of the AXA Assistance Group.

# **HOW TO CLAIM**

#### **CLAIMS AND ASSISTANCE**

If You need to submit a non-emergency insurance claim, please visit the 24/7 online Claim Centre for American Express at www.americanexpress.co.uk/claims

Alternatively, please call: +44 (0) 345 841 0059

Please be ready to provide **Your Card** number, which should be used as **Your** reference number.

#### CLAIMS CONDITIONS AND REQUIREMENTS

- All claims and potential claims must be reported within 30 days of the incident or event giving rise to the claim.
- We will only pay amounts if they are not covered by other insurance, state benefits or other agreements. You must inform Us of these and assist them in seeking reimbursement where appropriate.
- Interest will only be paid on claims if payment has been unreasonably delayed following **Our** receipt of all the required information.
- Please ensure You keep copies of all documentation sent to substantiate a claim.
- 5) You must provide all the following items, information and documentation and anything else reasonably requested by Us in order to make a claim. These must be provided at Your own expense.

| Benefit             | Information required  |  |  |
|---------------------|---|--|--|
| General             | Your Card number     Proof that You purchased the item on Your Card     All documents must be original     Completed claim form when needed |  |  |
| Purchase Protection | Receipt from retailer     Report from police detailing theft     Damaged items  |  |  |
| Refund Protection   | Details of retailer who refused to accept returned items     Receipt from retailer     Purchased items in original packaging                |  |  |

# **POLICY CONDITIONS**

#### **DURATION OF COVER**

**You** are entitled to the insurance benefits under the **Policy** from the moment the **Card** is activated and for as long as the eligibility criteria stated at the beginning of these Policy Terms and Conditions continue to be met or until **We** withdraw or cancel the insurance benefits by notice to **You**.

#### **VARIATION OF COVER**

We reserve the right to add to these **Policy Terms and Conditions** and /or make changes or withdraw certain insurance benefits:

- For legal or regulatory reasons; and/or
- 2) To reflect new industry guidance and codes of practice; and/or
- To reflect legitimate cost increases or reductions associated with providing this insurance; and/or
- any other legitimate commercial reason, for example in the event of a change of **Insurer**.

If this happens **We**, or **American Express** with **Our** authority, will write to **You** with details of the changes at least 30 days before **We** make them. **You** may cancel **Your Card** if **You** do not agree to any proposed changes.

#### **CANCELLATION OF COVER**

If **We** want to cancel a group policy under which insurance benefits are provided to **You**, **We**, or **American Express** with **Our** authority, will write to **You** at the latest address held on file for **You**. The **Policy** will then be cancelled no fewer than 30 days after the date of the letter.

#### **LAW & LANGUAGE**

This **Policy** shall be governed and construed in accordance with the laws of England and Wales and the courts of England and Wales alone shall have jurisdiction in any dispute. All communication of and in connection with the **Policy Terms and Conditions** shall be in the English language.

#### TAXES AND COSTS

Other taxes or costs may exist or apply, which are not imposed by Us.

#### **ASSIGNMENT**

**You** cannot transfer the insurance cover provided with **Your Card** to any other person.

#### COMPLIANCE WITH POLICY REQUIREMENTS

Where **You** or **Your** personal representatives do not comply with any obligation to act in a certain way specified in this **Policy**, **We** reserve the right not to pay a claim.

# **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this **Policy**. Only the **Insurer** and **You** can enforce the terms of this **Policy**. No other party may benefit from this contract as of right. The **Policy** may be varied or cancelled without the consent of any third party.

#### REASONABLE PRECAUTIONS

**You** shall take all reasonable steps to avoid or minimise any loss or damage.

#### **CUSTOMER SERVICE & COMPLAINTS**

We and American Express are dedicated to providing a high quality service and

want to maintain this at all times. If for some reason **You** are unhappy please let **American Express** know by calling +44 (0) 870 600 0342<sup>1</sup> or, if **You** would prefer to put **Your** concerns in writing, please write to:

American Express Insurance Executive Office Department 333 1 John Street Brighton BN88 1NH United Kingdom

Email: insuranceexec@aexp.com

**American Express** and **ACE European Group Limited** are members of the Financial Ombudsman Service (FOS) who may be approached for assistance if **You** are not satisfied with the response **You** receive. A leaflet explaining its procedure is available on request. Contact details are:

Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 From a mobile: 0300 123 9 123 From abroad: +44 20 7964 0500

Website: www.financial-ombudsman.org.uk

The existence of these complaints procedures does not affect **Your** statutory rights relating to this **Policy**. For more information on statutory rights contact the Competition and Markets Authority or Citizens Advice Bureau.

#### FINANCIAL SERVICES COMPENSATION SCHEME

American Express Services Europe Limited and ACE European Group Limited are covered by the FSCS. **You** may be entitled to compensation from the scheme if either party cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS) 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU United Kingdom

Telephone 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

<sup>&</sup>lt;sup>1</sup>Calls cost a maximum of 1p per minute, plus your phone company's access charge

#### DATA PROTECTION

The paragraphs below outline how **American Express**, ACE and AXA Assistance Group (cumulatively and individually the "**Providers**") use information about **You** for the purpose of providing **Your** insurance benefits. Each of the **Providers** appreciates the importance of the protection, confidentiality and security of **Your** information.

The **Providers** use advanced technology and well defined market practices to help ensure that **Your** information is processed promptly, accurately and completely in accordance with applicable data protection law. Communications between **You** and the **Providers** may be monitored and/or recorded to ensure consistent servicing levels. If **You** contact the **Providers** by electronic means, any electronic identifier, including telephone numbers or internet protocol addresses supplied at the time may be recorded.

The **Providers** will keep information about **You** only for so long as it is necessary. **You** have the right to request a copy of the information and to correct any inaccuracies. Any information which is found to be incorrect will be corrected promptly. There may be a charge for providing this information, as permitted by law.

If **You** want to know what information is held about **You** by **American Express**, please write to:

American Express Services Europe Limited Data Protection Office Department 2007 1 John Street Brighton BN88 1NH United Kingdom

If **You** want to know what information is held about **You** by ACE, please write to:

The A&H Customer Service Manager ACE European Group Limited 200 Broomielaw Glasgow G1 4RU If **You** want to know what information is held about **You** by AXA Assistance Group, please write to:

AXA Travel Insurance Data Protection Officer The Quadrangle 106-118 Station Road Redhill Surrey RH1 1PR

#### The Providers:

a) may, subject to ensuring appropriate safeguards have been put in place by the recipients to preserve the security of **Your** information, disclose and use information about **You**, including information relating to **Your** medical status and health to companies within the American Express and ACE groups of companies worldwide, their partners, service providers and agents in order to administer, service and manage the benefits available to **You**, and for fraud prevention purposes; and

b) undertake the above within and outside the United Kingdom and the European Union. This includes processing **Your** information in the USA in which data protection laws are not as comprehensive as in the European Union. However, each of the **Providers** has taken appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in the USA and other countries, as there is in the European Union.

If **You** have provided information about another person, **You** confirm that they have agreed to the **Providers** receiving and processing their personal data. **You** also confirm that **You** have informed them about who the **Providers** are and how their personal data will be used by the **Providers**.

In accordance with the terms of **Your Cardmember** agreement, **American Express** may use **Your** information to develop lists for use within the American Express group of companies worldwide and its partners to develop or make offers to **You** (by mail, digital communication such as email or telephone) of products and services in which **You** may be interested. The information used to develop these lists may be obtained from **Your** application, from information on where and how **You** use **Your Card** and from surveys and research (which may involve contacting **You** by mail, email or telephone) and information obtained from other external sources such as merchants or marketing organisations, excluding any sensitive personal data.

If **You** wish to have **Your** name removed from any marketing programmes or if **You** require any further information please contact **American Express** at the address above and provide **Your** full name, postal address and **Your Card** number. The American Express group of companies reserves the right to contact **You** by mail, digital communication such as email or telephone in connection with the operation of **Your Account**, the benefits provided with **Your Card** and related services.

# **MATERIAL DISCLOSURE**

It is **Your** responsibility to provide full and accurate information to **Us** and **American Express** when **You** take out **Your Card** and throughout the life of the **Policy**. It is important that **You** ensure all statements **You** make on your application form, over the telephone, on claim forms and other documents are full and accurate. Failing to provide information when requested could affect the validity of this **Policy** and may mean that all or part of a claim may not be paid.



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