

# Landlord's Legal Expenses Policyholder Notice



**Please read this information carefully and keep it safe with your policy documents.**

We have made some changes to the Landlord's Legal Expenses policy wording with version reference **ACPERHL1503/1**. These changes will apply from your first renewal on or after **1<sup>st</sup> August 2016**. Please ensure you read the changes carefully as they form part of your contract of insurance. **If you'd like a copy of the latest version of policy wording with the changes included we can send or email a copy to you upon request or you can download one from our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)**

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## **Data protection - how we use your information (pages 10 & 11)**

The Data Protection information has been updated. The changes are shown in **bold** below. All other paragraphs remain unchanged.

### **Insurance administration**

Information you supply may be used for the purposes of insurance administration (including claims processing and payment), by **us, our** associated companies, service providers and agents, by reinsurers, **Home & Legacy** and your insurance intermediary. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. **Where this happens we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it**

### **Credit searches and use of third party information**

In considering your application, to assess insurance risk, to prevent fraud, to check your identity and to maintain policy records, **we** may search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about you and your payment record. The information may be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

**We** may ask credit reference agencies to give a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

**We may also use information relating to you and your property supplied to us by other third parties.**

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## **How your cover works - If you are not satisfied (pages 12 & 13)**

The procedure for making a complaint has been updated as below:

### **Making a complaint**

**Our** aim is to deliver an excellent service, every time, but if you believe **we** have not delivered the service you expected or have any concerns about **our** service and wish to make a complaint, let **us** know by contacting:

The Customer Satisfaction Manager  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA  
Telephone: 0344 893 8360 or if you are calling from overseas +44 (0) 20 3118 7777  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If your complaint is about the service you have received from **Home & Legacy**, **we** will investigate it and tell you who is dealing with your complaint. This individual will have been fully trained to deal with the matter in an objective way.

If your complaint relates to the service provided by your insurance intermediary, the insurer, any of **our** agents or any provider of services you are entitled to under this policy, your concerns may be passed on to them for investigation. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint. Complaints which the insurer is required to resolve will be passed on by **Home & Legacy** who will tell you if your concerns are redirected for investigation into your complaint.

The aim is to resolve your concerns within twenty-four (24) hours, but where this is not possible, your complaint will be acknowledged in writing promptly.

If the situation has not been resolved within eight (8) weeks you will be given information about the Financial Ombudsman Service. The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice. **You have the right to refer your complaint to the Financial Ombudsman, free of charge –**

Registered address: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Registered in England No. 3007252.  
Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.  
Financial Services Register number 307523. A member of the British Insurance Brokers Association.

Calls may be recorded for our joint protection, training and/or monitoring purposes

**but you must do so within six months of the date of the final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.** For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0300 123 9 123. This number may not be available from outside of the UK, so from abroad please call +44 20 7964 0500.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

For products or services purchased online The European Commission operate an online dispute resolution service for consumers who have a complaint. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. The Online Dispute Resolution Service can be accessed at <http://ec.europa.eu/odr>. Please quote the email address: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk). Alternatively, you can contact the Financial Ombudsman Service directly.

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect your legal rights.

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## Section 4 – Health & Safety (page 23)

Cover 1 has been extended to include –The Housing Health and Safety Rating System (England) Regulations 2005.

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### General Conditions (pages 28 & 29)

We have re-stated the following General Conditions:

#### Fraud

If **you** or anyone acting for **you**:

- i knowingly makes a fraudulent or exaggerated claim under the policy; or
- ii knowingly makes a false statement in support of a claim; or
- iii knowingly submits a false or forged document in support of a claim; or
- iv makes a claim for any loss or damage caused by **your** wilful act or caused with **your** knowledge, agreement or collusion.

Then, **we** may:

- refuse to pay **your** fraudulent claim.
- be entitled to recover from **you** the any amount of any fraudulent claim **we** have paid under the policy since the date **you** first started **your** cover.
- automatically cancel **your** policy without giving **you** notice by treating it as if it never existed.
- not allow a return of any premium paid.
- inform the police of the circumstances.

In such circumstances **we** retain the right to keep the premium paid.

#### Our cancellation rights

If **we** discover that **you** misrepresented information or facts **you** gave **us** for the purpose of providing the insurance cover under **your** policy, for example, if **you** gave **us** information that **you** knew to be untrue; or incomplete and if **we** had been made aware of such information it would have led to **us** not entering into the insurance contract in the first place **we** may automatically cancel **your** policy without giving **you** notice by treating it as if it never existed.

**We** may also cancel **your** policy if there are other grounds to do so by sending **you** fourteen (14) days notice in writing by recorded delivery to **your** last known address.

**We** may cancel **your** policy if:

- **we** are made aware of changes in **your** circumstances or information which mean that it is not possible for **us** to continue to provide cover under this policy;
- **you** fail to meet one or more of the terms and conditions of **your** policy, and if **we** agree with **you** that it is possible for **you** to rectify such breach(es), where **you** have not fully complied within the time period **we** specify to **you** in writing;
- any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover, by including an endorsement to **your** policy, where such additional terms and conditions have not been complied with; or where **we** have given you time to comply with the terms and conditions, if they have not been complied with within the time period **we** specified.

If **we** cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered unless **you** have made a claim or an event has occurred which could result in a claim, in which case **we** will be entitled to retain the premium due for the period of insurance. If **we** cancel **your** policy the administration charge to cover **Home & Legacy's** costs will not apply.

If **we** exercise the right to cancel **your** policy, this will not prejudice **your** rights in respect of an insured event which occurred before the date of cancellation.

**We** also reserve the right to terminate **your** policy in the event that there is a default in instalment payments due under any linked loan agreement by sending **you** fourteen (14) days notice in writing to **your** last known address.

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