

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

We have made some changes to the Landlord's Rent & Legal Protection policy wording version **ACPERHL1504\_2** dated August 2016. The changes will apply from your first renewal on or after **1<sup>st</sup> February 2018**. 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 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)

## Data protection - how we use your information (pages 9 to 11)

The Data Protection information has been deleted and is replaced under a new heading 'Fair processing notice' as below.

### FAIR PROCESSING NOTICE (HOW WE USE PERSONAL INFORMATION)

#### 1 Who we are

When we refer to "we", "us" and "our" in this notice it means Home and Legacy Insurance Services Limited. It also includes where relevant to your insurance application, policy or claims the insurers who underwrite your cover. For more information please visit [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk).

When we say, "you" and "yours" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

#### 2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business and conduct market research to meet the legitimate needs of our business
- to send marketing information if we have received your specific consent.

You have the right to object to us using your personal information. You can do this at any time by telling us and we will consider your request and either stop using your personal information or explain why we are not able to. Our contact details can be found below.

#### 3 Automated decision making, including profiling

We may use profiling and automated decision making, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer you insurance determine prices and validate claims.

If you disagree with the outcome of an automated decision please contact our Operations Director by email at [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk) and we will review the decision.

#### 4 The personal information we collect

We collect the following types of personal information about you so we can complete the activities in section 2, "How we use personal information:"

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help us manage policies and assess claims
- tracking and location information if it is relevant to your policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to your policy or claim
- criminal convictions if it is relevant to your policy or claim
- accessibility details if we need to make reasonable adjustments to help
- business activities if it is relevant to your policy or claim.

#### 5 Where we collect personal information

From you, your representatives or from publicly available sources, including information you have made public, for example on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example the Claims and Underwriting Exchange (CUE)

- insurance investigators and claims service providers
- insurers or service providers who underwrite the cover or provide the services for **our** products
- other involved parties, for example claimants or witnesses.

## 6 Sharing personal information

We may share your personal information with:

- other companies within the global Allianz Group [www.allianz.co.uk](http://www.allianz.co.uk)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example the Insurance Fraud Bureau (IFB)
- **our** approved suppliers to help deal with claims or provide our services, for example legal advisors, loss adjusters, premium finance companies and risk surveyors
- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement, the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you
- prospective buyers in the event Allianz Holdings plc wishes to sell all or part of its business.

## 7 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store your personal information where it is protected by laws equivalent to those in the UK. We may transfer your personal information to other members of the global Allianz Group to manage your insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCR's) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. If you would like more information about the BCR's please contact our Data Protection Officer.

Some of the organisations we share your personal information with have servers outside the EU. Our contracts with these parties require them to provide equivalent levels of protection for your personal information.

## 8 How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

## 9 Know your rights

You have the right to:

- object to us using your personal information. We will either agree to stop using it or explain why we are unable to **(the right to object)**
- ask for a copy of the personal information we hold about you, subject to certain exemptions **(a data subject access request)**
- ask us to update or correct your personal information to keep it accurate **(the right of rectification)**
- ask us to delete your personal information from our records if it is no longer needed for the original purpose **(the right to be forgotten)**
- ask us to restrict the use of your personal information in certain circumstances **(the right of restriction)**
- ask for a copy of the personal information you provided to us, so you can use it for your own purposes **(the right to data portability)**
- make a complaint if you feel your personal information has been mishandled. We encourage you to come to us in the first instance but you are entitled to complain directly to the Information Commissioner's Office (ICO) - [www.ico.gov.uk](http://www.ico.gov.uk)
- ask us, at any time, to stop using your personal information, if using it is based only on your consent **(the right to withdraw your consent)**

**If you wish to exercise any of these rights you can do so by contacting our Operations Director:**

Address: 500 Avebury Boulevard, Milton Keynes, Buckinghamshire MK9 2LA  
 Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)  
 Phone: 0344 893 8360

## 10 Data Protection Officer contact details

Home and Legacy Insurance Services Limited is a company within the Allianz Holdings plc group. Any queries about how we use your personal information should be addressed to our Data Protection Officer:

Address: Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB  
 Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)  
 Phone: 0330 102 1837

## 11 Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this notice. When that happens we will provide you an updated version at the earliest opportunity. The most recent version will always be available on our website.

## Section 1 - Landlord rent default protection, what is not covered (page 20)

Exclusion 12 has been amended to explain with greater clarity what is not covered when insurance is taken out for an existing tenancy.

**We do not pay**

- 12 for any loss of rent within thirty (30) days of the date **you** first take out this policy if the **tenancy agreement** was in force before the policy started, unless:
- the **tenancy agreement** started no more than 14 days before the effective start date shown on **your** policy schedule; or
  - **you** were protected by a landlord rent & legal expenses insurance policy for the same **tenant** for a period of more than 3 months, or since the start of the **tenancy agreement** if more recent;
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## Section 2 - Landlord legal expenses, Cover 1, Disputes, what is not covered (page 22)

Exclusion 1 has been amended to explain with greater clarity what is not covered when insurance is effected for an existing tenancy.

**We do not provide cover**

- 1 for any claim within thirty (30) days of the date **you** first take out this policy if the **tenancy agreement** was in force before the policy started, unless:
- the **tenancy agreement** started no more than 14 days before the effective start date shown on your policy schedule; or
  - **you** were protected by a landlord legal expenses insurance policy for the same **tenant** for a period of more than 3 months, or since the start of the **tenancy agreement** if more recent;
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### Claims settlement conditions applicable for

## Section 1 - Landlord rent default protection and Section 2 - Landlord legal expenses (page 36)

Condition 12 has been amended as below.

### Action you must take

**You must:**

notify the **legal representative** or **Home & Legacy** without delay if at any time after **we** have accepted **your** claim **you** are reimbursed with any amounts by the administrator of the **tenancy deposit scheme**, **your agent**, the **tenant** or their **guarantor**. Such amounts could be the balance of the **tenancy deposit**, or **rent** and other amounts due from the **tenant**.

**You** agree when a recovery is made by **you** or **us** that when **we** have accepted **your** claim and paid **you** **rent** or incurred **legal costs and expenses** that any amounts recovered are to be used to reimburse **our** costs. **You** agree to forward all amounts **you** receive to **Home & Legacy** for allocation in the following order:

- 1) to reimburse **us** for any **legal costs and expenses** **we** have incurred
- 2) to reimburse **us** for any **rent** **we** have paid **you**  
after which if there is any balance remaining it will be returned to **you**.