



**Back Me Up Cover Plan**



## Everything you need to know about your Back Me Up Subscription

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## Welcome. We've got your back. (And we're not going to hold you back)

A big "hello!" from all of us at Back Me Up.

We're here to protect the things that matter to you. And we've put together this guide to help you when things go wrong and you need to 'make a claim'. OK, it's not the most riveting read. But you need to know what it says. So please go through it carefully and make sure everything looks fine to you.

Your agreement with us is made up of the details in this guide, the information you gave us when you first got Back Me Up, and a document called Important Information. You can find this guide in the **My Documents** on our website or our App.

If you'd like to know any more about what we do, have a read of our website. We've made everything as clear and jargon-free as possible.

We'll keep our fingers crossed that you never have to make a claim. But if you do need us, we'll be here, 24 hours a day, every single day of the year.

A handwritten signature in black ink, appearing to read 'Paul'.

Paul Lynes  
Managing Director  
Back Me Up



## 1. How you're Backed Up

### Your Back Me Up subscription

Back Me Up covers the things that matter to you, at home, on a night out and wherever you are in the world. You can even go on holiday around the globe without a worry, knowing they're protected.

Also, we know how annoying it is for people to smash their mobile phone screen or lose their keys. That's why your subscription covers your screen and keys.

All of these things together make up the **"Core"**.

Back Me Up is designed for people aged 17 to 49. If you are outside of this, you can't buy or continue your subscription.

Please think about whether you have any of the cover you get with Back Me Up already insured under a different policy or plan. If you do have some of the same or similar elements of cover already insured, you may be paying for duplicate cover.

### Common reasons for claims

People are most likely to make claims under your **Stuff x3** cover because of accidental damage, loss and theft.

When things go wrong abroad, people normally need help with medical treatment costs and the costs of unexpected cancellations before they leave.

### Common reasons we can't help when things go wrong

We won't be able to pay claims if:

- you aren't careful with your things.
- you intentionally put yourself at risk and get hurt.
- under the **Stuff x3** cover, your item has become gradually damaged over time (what's known as 'wear and tear') or it stops working because of mechanical breakdown (for example, your watch stops ticking because the gears get stuck). You might be able to use your manufacturer's warranty for mechanical breakdown – depending on how old the item is.
- in **Travel** insurance, your claim relates to a medical condition you already had when you first got Back Me Up or before you went on a trip. Or, you just decide you don't want to travel anymore and want to claim for cancellation.
- you want to take legal action, with your Back Me Up Travel Legal, against someone after you've been injured, and the solicitor tells us there's a low chance of success.





## Who's behind Back Me Up?

Back Me Up is a trading name of Ageas Insurance Limited ([www.ageas.co.uk](http://www.ageas.co.uk)). So that's who we mean whenever we say "we" or "us" in your Back Me Up subscription.

In the Travel Legal section of your subscription, where we say "we" or "us", we're talking about our partner DAS Legal Expenses Insurance.

And when we say "you" or "your", we're talking about the person who is named on your subscription, which is shown under the "**My Dashboard**" section of the website or App.

## Back Me Up Subscription Paperwork

Your Important Information document contains an overview of your insurance. You can find it with our App or through our website, and you can download and print it if you want.

It will show the maximum amounts that we can pay out for each type of claim you might make. It will also list the 'excesses' you'll have to pay when you make a claim (see 'Your excess' below).

The Important Information document can't give you all the details by itself. So read it alongside this document to get the full picture.

Alongside this, you have the "**My Dashboard**" section on our website and App. This shows you all your payments, your subscription dates and any claims you have had.

## Your excess

An 'excess' is the amount you'll have to pay towards any claim you make.

We like to keep it simple. For a mobile phone **Screen** claim, there's a flat excess of £30. For all other claims, you just pay £50 and we'll sort the rest.

For example, if you make a claim for repairs to any of your **Stuff x3**, say a damaged laptop, and it cost £300 to fix, you'd pay your £50 excess and we'd pay £250 towards the cost of repairs. For a **Screen** repair, if the damage cost £100, you'd pay a £30 excess and we would pay the remaining £70.

If we agree to settle claims with cash payments, we'll deduct the excess from the claim amount and pay you the rest, straight into your bank account.

You'll only pay one excess for any single event you're claiming for, even if you're claiming under more than one section of your Back Me Up cover at the same time. So if your suitcase has been lost and you've missed your connecting flight, you'll only pay £50, even if you need help under more than one section of your Back Me Up cover.

There are some things that Back Me Up won't charge you an excess for, like the **Breakdown Bolt On**. You can find all these details in your cover plan.



## **Fraud**

To give you the best possible insurance service, we need everyone to be honest with us. If you give us information you know isn't true, or make a dishonest claim, then we may have to cancel your Back Me Up subscription and ultimately, we wouldn't be able to pay your claim.

The same thing could happen if you ask someone else to provide us with false information or you submit false or forged documents in support of a claim.

Providing false information on purpose is fraud – which is a serious crime.

If the answers you provide to our application questions are incorrect because you have failed to take reasonable care, and if we would not have agreed to cover you if you had provided the correct answers, then we will also be entitled to cancel your Back Me Up subscription

If we pay a claim and later realise that it's fraudulent, we're entitled to recover the money we paid you. And you won't get any refund for money you've already paid us for your Back Me Up cover.

We may tell the police about acts of fraud. And we'll also consider prosecuting all fraudsters.



## 2. Your step-by-step guide to making a claim when something's gone wrong

We want to help you out if things go wrong. And we promise to do our utmost to deal with your claims as quickly as possible and without a fuss.

In return, we only ask you to take good care of yourself and your stuff. Because we reckon you'd rather be getting on with your life than phoning us.

### Acting on your behalf

If you make a successful claim, we'll pay it straight away. If someone else is at fault, we may try and reclaim some money back afterwards by taking legal action in your name. Don't worry, there's nothing you'll need to do and we'll pick up all the costs. But we'll also hang onto the proceeds if we're successful.

### How to make a claim – Stuff x3 and Stuff +1

We know how frustrating it is when the things you normally rely on are out of action or have gone astray. So if one of your 3 items (or 4 items if you've bought the **Stuff +1 Bolt On**) is lost, stolen or damaged, we'll organise a repair or replacement as fast as we can.

Just follow these simple steps to make your claim.

#### 1. Report it

If your item was stolen or lost, report this to the police as soon as you can. You can do this at [www.reportmyloss.com/police](http://www.reportmyloss.com/police).

You'll be given a crime reference or lost property number. Note this down somewhere safe.

If it's a phone, or something else that can connect to a phone network (such as a tablet), you should also report the theft or loss to your network provider so that they can prevent further usage.

#### 2. Give us the details

Simply hit the '**Make a claim**' button and we'll give you the right number to get through to us straight away.

Or, if you prefer, you can go through the '**Contact Us**' page, include a few details of what has happened, and we'll call you back as soon as we can.

Either way, we'll collect some details from you and get the ball rolling.



### **If repairs cost too much**

Sometimes repairs cost more than buying a new item. If that's the case, we'll buy you a new one.

We'll always try our hardest to get you an identical replacement: one that's either fully refurbished or brand new.

If we come up empty-handed, we'll replace it with a comparable item. Or one which costs the same as the item you're claiming for.

Any item we replace will be guaranteed for 12 months.

### **What's the most Back Me Up will pay for a claim?**

We'll pay out the cost of replacement or repair for your **Stuff x3** item(s) up to a total value of £3,000. **Please note that this £3,000 is a limit for all claims in relation to Stuff x3 per month of cover.** (If you have the **Stuff +1 Bolt On** – this limit is increased to £4,000)

### **How to make a claim – Screen**

Smashed phone screens are never a good look. We know you'll want to get it fixed ASAP, so we've made it as simple as possible to make a claim. You can even use our App – if you can still read your screen through the cracks.

Follow these simple steps to make a claim. **Give us the details**

Simply hit the '**Make a claim**' button and we'll give you the right number to get through to us straight away.

Or, if you prefer, you can go through the '**Contact Us**' page, include a few details of what has happened, and we'll call you back as soon as we can.

Either way, we'll collect some details from you and get the ball rolling.

### **What's the most Back Me Up will pay for a claim?**

We'll pay for the replacement or repair of your mobile phone screen.





## How to make a claim – Keys

Follow these simple instructions to make a claim.

### 1. Report the loss or theft

If your keys have been lost or stolen, please report this to the police as soon as possible. You can do this at [www.reportmyloss.com/police](http://www.reportmyloss.com/police).

You'll be given a crime reference or lost property number. Note this down somewhere safe.

### 2. Tell us about the claim

Simply hit the **Make a claim** button and we'll give you the right number to get through to us straight away.

Or, if you prefer, you can go through the **Contact Us** page, include a few details of what has happened, and we'll call you back as soon as we can.

Either way, we'll collect some details from you and get the ball rolling.

We can arrange any repairs for you – as well as get you a hire car if you need it. If you want to sort it out yourself, you'll need to let us know before you spend any money. If you don't, we might not be able to pay your claim.

If we've agreed that you can arrange for repairs or transport yourself, you'll need to let us have the receipts (so please keep them safe). We'll then get the money to you as soon as possible.

## What's the most Back Me Up will pay for a claim?

There is a maximum claim limit of £1,500 per month. If we paid out £1,500 to you during one month, we wouldn't be able to pay any new claims until the start of your next month of cover.



## How to make a claim – Travel

### To make a claim on your travel insurance

1. **Report loss or theft**

If you're abroad and something is either stolen or lost, you need to report it to the local police as soon as you can. Get a crime reference or lost property number, and ask for a copy of the police report.

2. **Get in touch with us**

Simply hit the '**Make a claim**' button and we'll give you the right number to get through to us straight away.

Or, if you prefer, you can go through the '**Contact Us**' page, include a few details of what has happened, and we'll call you back as soon as we can.

Either way, we'll collect some details from you and get the ball rolling.

### Medical emergencies

**If you have a medical emergency, call +44 23 8064 4633.**

This is the number of our Assistance International team. They provide a 24-hour worldwide emergency service.

Please take a moment to save the number to your phone – just in case.

If you go to a hospital while abroad and you're likely to be in for more than two days – or if you have to return home early because of a medical emergency – you must contact our Assistance International team as soon as possible. Or someone else can phone for you.

Just so you know, we might need to contact your GP to check your medical records for any pre-existing medical conditions or previous medical advice. We would, of course, always ask your permission first.



### **Getting home after a medical emergency**

If you have a medical emergency, you might not be able to use your return travel tickets. In special circumstances, the Assistance International team will arrange a road or air ambulance to get you home.

Before you can travel, the doctors looking after you need to tell us that this is necessary and that you're fit to travel. Please don't arrange your own travel home unless your doctor has told you to and we've agreed.

### **Paying your medical fees**

If possible, always pay for your medical treatment while you're abroad. Then you can make a claim for the costs when you get home.

If you can't pay the bill while you're away, call our Assistance International team on **+44 23 8064 4633** as soon as you can.

Please keep hold of all receipts you're given.

### **European Health Insurance Card (EHIC)**

If you present an EHIC within the EU (or Liechtenstein, Switzerland, Iceland or Norway), or if you use private health insurance to reduce the cost of your treatment, you won't have to pay your £50 excess.

You can apply for a free EHIC, and find out more information about it, here:

[www.ehic.org.uk](http://www.ehic.org.uk)

Also, you won't have to pay your excess if the cost of your treatment has been reduced because you took advantage of a healthcare agreement that the UK has with a foreign government.

Please see the **"Reducing the cost of healthcare abroad"** section for further details.

### **Compensation for a serious injury or death**

If you're involved in a serious accident, you, or someone acting for you should tell us all the details of the accident and your injuries.

We might send one of our medical advisers out to examine you, but this won't cost you anything.



## **Cancellation**

You'll need to tell us the reason you've cancelled your trip.

We may also ask you to give us some sort of written proof that backs up your reason for cancelling. For example, if you're too sick to travel, we'll need you to ask your GP to fill in a form – you can either download it from our website or have us send you a copy.

Also, please tell your travel agent, airline, and any other companies involved in your trip about your cancellation as soon as possible. Ask them for cancellation invoices and keep hold of these.

## **Missed departure**

You can make a claim for extra travel and accommodation costs if you miss your train, plane, bus or boat and it wasn't your fault. That means that if your car breaks down on the way to the airport, or if you're stuck in traffic because of an accident blocking the road ahead, you're covered. Please keep your receipts.

## **Delay**

Ask the company you're travelling with to give you a letter with the details of the delay.

This should state the cause of the delay, as well as the scheduled and actual time of arrival.

## **Cutting your trip short**

You'll need to tell us the reason you've cut your trip short.

If you're coming home for medical reasons, please also get a note from the doctor who treats you. This should confirm that your return is necessary and that you're fit to travel.

If you're coming home because someone else is sick, for example a friend you're travelling with, then we'll ask for a doctor's note about that.



## **Suitcase cover – lost, damaged or stolen baggage**

### **Lost or stolen baggage**

If your airline, coach operator – or other transport company – has lost your bags, they'll have their own ways of tracking it down. But if they can't find them, ask for written confirmation that they think they're permanently lost.

If your bags are lost anywhere else – or are stolen – the first thing you need to do is report it to the local police. They'll give you a crime reference or lost property number. Note this down somewhere safe.

Please hold on to all your travel tickets and luggage receipts.

### **Delayed baggage**

If your bags are delayed for more than 12 hours, we'll pay you £75 so that you can replace any essentials you need immediately. You'll need to ask your transport company for a letter explaining the delay. The letter should also say how long the luggage was delayed for.

### **Damaged baggage**

If your baggage or items get damaged while you're on holiday, you can make a claim for us to pay for their replacement. But you'll need to keep hold of the damaged stuff. When you make a claim, we'll ask you to send any damaged things to us. When we pay your claim, they'll then belong to us.

And if they're damaged by a transport company, please ask it as soon as you can, for a written report about the damage, ideally before you leave the airport.

### **Lost money**

If you've lost money, you should report this to the police and ask for a copy of their report. We may ask you to send us a copy of the debit or credit card statement which shows the withdrawal of money you're claiming for.

### **Lost passport**

If you've lost your passport, the first thing you need to do is tell the police. Make sure you get a copy of their report and send this to us.

If you need to spend extra money on travel and accommodation, you can make a claim for this when you get back home. Keep the receipts so that we know how much to pay you.



### **If you injure someone or damage property while abroad**

If you have injured someone by accident, or damaged someone's property while you're abroad, you might receive legal documents from the other person. You could receive these while you're abroad, or when you get back home.

If you do receive a legal letter, we need you to send it to us as soon as possible.

We'll deal with the case with your best interests in mind. Please don't talk to the person who is making the case against you (or their lawyers), unless we've specifically told you to do so.

### **Legal advice and expenses abroad**

Are you trying to claim for legal expenses, or looking for legal advice abroad? The Travel Legal section covers this. Please call DAS Legal Expenses Insurance on 0345 128 7948. See [section E.12](#) for more details of this cover.





## How to make a claim –Adventure Bolt On

### 1. Report loss or theft

If you're abroad and something is either stolen or lost, you need to report it to the police as soon as you can. Get a crime reference or lost property number, and ask for a copy of the police report.

### 2. Get in touch with us

Simply hit the '**Make a claim**' button and we'll give you the right number to get through to us straight away.

Or, if you prefer, you can go through the **Contact Us** page, include a few details of what has happened, and we'll call you back as soon as we can.

Either way, we'll collect some details from you and get the ball rolling.

## Sports equipment and equipment hire claims

You'll need to tell us what equipment has been lost, damaged or stolen.

If you can provide an original purchase receipt or valuation, we'll pay for the cost of a replacement (up to £250).

If you can't provide a receipt or valuation, we'll assess your claim and make a reasonable deduction for wear and tear, as well as considering how old the items were. We'll then pay you the rest.

Please also keep hold of the receipts you're given when hiring replacement gear.

## Lessons, ski packs and lift passes

If you get injured, or become too ill, to attend pre-booked sports lessons and miss out, we'll send you a form for your doctor to fill in.

We'll do the same if you miss out on using parts of a ski pack you've bought, or from using ski lift passes.

## Piste closures and avalanches

If you're on a winter sports holiday and there are piste closures, please ask the resort staff or your tour operator to write us a letter explaining what has happened.

If you can't get to or from your chosen resort due to an avalanche, we'll also ask for a similar letter to confirm the situation.

Please keep hold of all receipts for extra travel expenses, and lift passes from other resorts. If you've been affected by an avalanche, please also keep hold of receipts that show any extra accommodation expenses.



## How to make a claim – Landlord

For details of how to make a claim under this Bolt on, please see [Section G](#)

## How to make a claim – Breakdown Cover Bolt On

Please note: you must wait at least 24 hours after buying the Breakdown Bolt On before you can call out our breakdown team.

And remember, you can make a maximum of six callouts in a 12-month period, up to a total value of £15,000. If we've already paid that much out in the last 12 months, then we can't arrange any more callouts until the start of the next year, unless you pay for assistance.

Just to be clear, the 12-month period is 12 months from the date you start your **Breakdown** Bolt On subscription. So, for example, if you start your **Breakdown** Bolt On subscription on 1<sup>st</sup> August 2016 and make six callouts by 1<sup>st</sup> December 2016 you won't be able to make any further callouts until 1<sup>st</sup> August 2017, unless you pay for assistance.

### 1. Call us

If a vehicle you're travelling in breaks down, call us on **0345 128 7947**. Our line is always open. This number will cost the same to call as a national rate number, from either a landline or mobile.

If you can't get through on that number, try **01206 785971**. We recommend that you take a moment to save both of these numbers to your phone. Keeping a note of them somewhere in your car is a good idea too, in case you run out of battery and need to use a public phone.

### 2. Give us your details

When you call, please be ready to give us the following details:

- Your telephone number,
- The vehicle registration,
- Your name, address and date of birth. If you can find your Back Me Up reference, please give us that instead, as it'll speed things up,
- Your location – please be as specific as you can.

### 3. We'll call you back

Once we've got your details, we'll sort out help for you. We might need to call you back so, if that's the case, please keep an eye on your phone.

We'll let you know who'll be coming out to you, and how long we expect them to take to get there. Stay near the vehicle so you can see them coming, but please make sure you're in a safe place.

**What happens if the help I need isn't covered?**

Whilst there are some claims Back Me Up won't cover, we may still be able to help you out for an extra charge. For example, if you are in a minibus and it breaks down we could still help, but you would need to pay for this. If you want to use one of our extra services, you'll have to cover the costs yourself straight away by credit or debit card. We'll also charge an administration fee.

In addition, if we can't repair your vehicle at the side of the road and need to take it to a garage, normally the repairs at the garage wouldn't be covered. However, you may be able to arrange a repair at this garage which would be under a separate agreement between you and the garage.

**Alternative transport costs or emergency overnight accommodation**

You'll need to ask us if it's OK to spend money on alternative transport or overnight accommodation before you make arrangements.

Once you've got the green light from us, just remember to hold on to all your receipts or invoices.

**Motorway Breakdowns**

If your vehicle breaks down on a motorway and you can't phone us – or if you don't know where you are – please use the nearest SOS box. Tell the Emergency Services what's happened. Please also tell them our number, if you have it to hand.

If the Police or Highways Agency have arrived, you could also give our number to them, so they can phone for you. Or if you have already called us, please let them know that help is on the way.



### 3. What Back Me Up does and doesn't cover

#### Things we won't pay out for

There are some things that Back Me Up does not cover under any section of your Back Me Up subscription.

- We aren't able to pay claims that are the result of war or terrorism. By terrorism, we mean any act that the UK government declares to be an act of terrorism. (This does not apply to section E5 – Medical Cover while you are away from the United Kingdom. You must follow any relevant suggestions or recommendations made by any government or other authority before or during the period of insurance.)
- We aren't able to pay for any claims caused by an act of biological, chemical or nuclear force.
- We aren't able to pay claims that are the result of riots, hostilities, invasion, military force or coup.
- The UK's Foreign Office gives travel advice. At times, it will tell the public to avoid travelling to certain countries. Or it may tell people to avoid specific regions of certain countries. We aren't able to pay claims you make because you travelled against its advice. Visit the FCO website to check current advice: [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)
- If you already have cover for an item or incident under another insurance policy, then we may not be able to pay your claim or pay the full amount you're claiming. But we will talk with you about this if it comes up.
- We aren't able to pay claims for business losses, or compensate you for any lost earnings that might be associated with a claim.  
For example, say that you lost your phone (which was one of your **Stuff x3** items) and it had important data relating to your work stored on it. We'd pay to replace the phone under your **Stuff x3** cover. But we would not pay a claim for any business loss or lost earnings that resulted from that data being lost.
- We can't pay out for any item you're claiming for that you don't own.
- We won't pay a claim following your suicide or attempted suicide.
- We aren't able to pay for incidents that occurred prior to you taking out your Back Me Up subscription or purchasing the Bolt On.



## 4. How Your Cover Works

### Section A – Stuff x3

**Stuff x3** covers the three things you told us you wanted protection for. They can be anything that fits into one of the categories listed on the website or App.

Change your **Stuff x3** items whenever you want – every day if you need to. To make any changes, simply update your items on the App or website.

#### How your cover works

We'll protect your **Stuff x3** against damage, whether it's accidental or intentionally caused by someone else. We'll also cover them against theft and loss.

And we'll protect your **Stuff x3** at home, on a night out and when they're with you anywhere in the world. We just ask that you take good care of them.

If you have the **Stuff +1 Bolt On**, we'll protect four things, instead of just three.

We'll pay for repairs, replacements or pay you to cover an item's value if it's lost, stolen or damaged.

If you're claiming for repairs to a damaged item, it might turn out that repairs are more expensive than a replacement. If that's the case, we'll replace it instead. You'll need to send us the damaged item when we pay your claim. It'll then belong to us.

#### What's the maximum I can claim?

You can make up to three claims in a year and we'll pay out up to a total of £3,000 per month.

If we paid out £3000 to you during one month, we wouldn't be able to pay any new claims until the start of your next month of cover.

If you have the **Stuff +1 Bolt on**, the maximum amount you can claim per month goes up to £4,000.



## What's covered?

### Accidental Damage

If any of your **Stuff x3** are accidentally damaged, we'll organise repairs, supply replacements, or pay you to cover their value.

If only part or parts of any of your **Stuff x3** item(s) are damaged, we'll only replace or repair the broken bits.

### Intentional Damage

If any of your **Stuff x3** are intentionally damaged by someone other than a family member with whom you normally live, we'll pay for repairs or a replacement or pay you to cover the cost of the item(s).

But if a family member who you normally live with caused the damage, we won't be able to pay your claim.

If only part or parts of any of your **Stuff x3** item(s) are damaged, we'll only replace or repair the broken bits.

### Loss and theft

If any of your **Stuff x3** are stolen or lost, we'll pay for replacements or pay you to cover the cost of the stolen item(s). Just make sure you report the item lost or stolen to the police and get us the reference number.

### If someone else uses your gadgets after they're stolen or lost

If any of your **Stuff x3** items are capable of making calls, sending messages, or downloading data, other people could use them and rack up your bills. We'll refund any of these costs that happen within 48 hours of loss or theft, up to the maximum claim limit. Please ask your network provider for itemised bills to support your claim.

We'll only pay if your network provider doesn't already give you the same protection. In any case, you should let your network provider know that your device is missing. They'll be able to block further usage.





## What's not covered?

### Leaving your things behind

We won't pay claims if you've left any of your **Stuff x3** items somewhere unattended and they're stolen. For example, we wouldn't pay a claim if your phone was stolen because you left it on the table while you went to the bar – unless you'd asked a friend to look after it.

We also won't pay claims if you've left any of your **Stuff x3** items somewhere unsecure.

When we say "unsecure", we mean not locked away and out of sight. For example, we wouldn't pay if you left them on the driver's seat of your car and someone broke in while you were on the beach. But if the items were locked out of sight in the boot or in a glove box, then we would pay your claim.

### Confiscated items

We aren't able to pay claims for possessions which were taken from you by a government agency. If customs officials seize one of your **Stuff x3** items, we wouldn't be able to pay for a replacement.

### SIMs and memory cards

We can't take claims for SIMs and memory cards on their own. But if these were in a phone or another gadget at the time, we'd take that into account when you made your claim.

### Damage

We'll cover most cases of intentional damage. But we won't pay out if the damage was caused by a family member who you normally live with.

We won't pay any claims to do with damage caused by pets or any other animals.

### Wear and tear

Everything gets worn down the more it's used – and Back Me Up won't cover repairs or replacement of something that isn't working or performing well because of regular wear and tear.

### Breakdown

We also aren't able to repair or replace something that breaks down due to an electrical or mechanical fault. If the item is relatively new, you may be able to get the company who sold it to you to repair or replace the item. Check out your items manufacturer's warranty for more details.

### Data

We aren't able to pay a claim for the loss of files or data stored on electronic devices such as laptops, tablets or phones.



### **Liability**

The **Stuff x3** cover is designed to cover your items – Back Me Up does not cover any damage to anyone else or their property under this section. For example your golf clubs are covered – but if you hit someone with your 9-iron, damage to them isn't covered.

### **Checked in baggage**

If you check any of your **Stuff x3** in with a carrier or airline, they are no longer covered by Back Me Up. If something were to happen to your items whilst in their care, you may be able to claim from the carrier themselves.

### **Items not covered**

We will only cover items under **Stuff x3** if it fits into one of our categories, if the item does not fit into one of the listed categories we will be unable to cover that item. There are some things we are unable to cover, for example people, animals, motorised vehicles, buildings and drones.

### **Stuff x3 Claim Limit**

If we have paid 3 claims within 12 months under **Stuff x3**, we will assess whether we can continue to accept the risk of covering you. We will not continue your cover if the circumstances of the claims indicate that you are not taking reasonable care of your possessions or of your own safety.

If we do decide to end your cover for this reason we will give you at least 14 days' notice.



## Section B – Stuff +1 Bolt On

### How your cover works

The **Stuff +1 Bolt On** is an upgrade to **Stuff x3**.

It lets you name four items that you'd like protection for, instead of just three. And your monthly claims limit rises to £4,000.

Aside from those changes, it works exactly like your **Stuff x3** cover.

You can cancel your **Stuff +1** cover with the App or by accessing your account online.

If you cancel this Bolt On, your fourth item won't be protected – unless you reactivate this optional cover.

If something gets damaged while it's not listed on your profile, you can't reactivate this cover, list the item, and then make a claim for it.



## Section C – Screen

### How your cover works

**Screen** covers your mobile phone screen against smashes, cracks or chips. It does not cover the screens of any other handheld devices you own. (You could cover these other items under the **Stuff x3**).

This section covers screen repairs only and does not cover damage to any other bit of your phone.

You pay for your Back Me Up subscription monthly. However, you can only make one claim per 12 months for screen damage under your **Screen** cover. Just to be clear, if you make a claim, you'll need to wait another full 12 months before you can make another one under this part of your Back Me Up subscription.

Your phone does **not** need to be one of your **Stuff x3** items for you to make a claim. There is a £30 excess to pay if you make a claim on your **Screen** cover.

### What's covered?

#### Screen Breakage

We will repair, replace, or pay you to cover the costs of repairing your phone screen.

When you call us, we'll discuss the options with you and decide which option is the most suitable.

### What's not covered?

#### Devices that aren't phones

Your Back Me Up subscription only provides cover for mobile phones. We won't repair the screens of tablets, satnavs, smartwatches or other handheld devices.

#### Data

We aren't able to pay a claim for the loss of files or data that were stored on your phone.

#### What if it's not just the screen that's broken?

If your mobile phone is one of your **Stuff x3** items, you're in luck. You could claim for a full repair or replacement mobile phone using that cover – although you would have to pay the £50 excess. As your **Screen** cover hadn't actually solved the problem, you'd still be able to make a claim later in the year if you needed to.

But any extra damage that doesn't affect the screen isn't covered by **Screen**.

If you choose not to make a **Stuff x3** claim to cover extra damage (or if your phone wasn't one of your **Stuff x3** items), we'll return your mobile phone to you.



## Section D – Keys

### What's covered?

#### **If your keys are lost, stolen or damaged**

We'll pay to replace your home or vehicle keys that are lost, stolen or damaged – we won't cover you for business and office keys.

You are also covered for programming electronic fobs and similar devices.

We'll also pay for a locksmith - or any other kind of help that you need to get you into your home or vehicle, and to repair the locks.

If your vehicle keys are lost or broken and you're more than 20 miles away from home, we'll pay for your transport for the next three days.

We can sort all this out for you. But if you want to arrange it yourself, you'll need to let us know first, and keep any receipts. If you don't, we might not be able to pay your claim.

#### **Looking after your Keys**

- Don't write your name and address on anything attached to your keys.
- Don't leave keys visible from the outside of your home or vehicle if you're not there.
- Don't leave doors or windows open when you go out, and remember to lock them.

#### **Transport**

If you're more than 20 miles from home and can't get into your car, we'll pay up to £75 a day for three days to cover the costs of your travel. We can arrange a hire car for you. Or, if you choose to take public transport or a taxi, keep your receipts and we'll get you your money back.

You need to let us know before you spend any money. If you don't, we might not be able to pay your claim.



### **What's the maximum I can claim?**

There is a maximum claim limit of £1,500. If we paid out £1,500 to you during one month, we wouldn't be able to pay any new claims until the start of your next month of cover.

### **What's not covered?**

#### **Going abroad**

Your keys are only covered if you're in the UK, Isle of Man or Channel Islands.

#### **Transport**

We can't pay claims for public transport or taxi fares if you haven't kept the tickets or receipts. We also won't be able to pay for any car hire we didn't arrange ourselves.

#### **Unnecessary work**

We aren't able to cover the cost of cutting any more than one additional key. We also won't cover the cost of replacing a lock if only parts needed changing. And we aren't able to pay a claim where the replacement locks or keys are better quality than the originals.

#### **Existing damage**

If your locks were already damaged before the incident you're claiming for, we aren't able to pay to replace or repair them.

#### **Theft and intentional damage**

We aren't able to pay for claims where damage has been caused by attempted theft or intentional damage.

#### **Wear and tear**

Everything gets worn down the more it's used – and Back Me Up doesn't cover repairs or replacement of locks or keys that aren't working because of regular wear and tear.

#### **Breakdown**

We also aren't able to repair or replace keys or locks that break down due to an electrical or mechanical fault.

#### **Wasted callouts**

If we arrange for a locksmith to come out to your home or car, and you don't show up, we won't cover the cost of paying them for that callout.





## Section E – Travel

### Worldwide Cover

Back Me Up provides worldwide cover. That includes cover within the United Kingdom, but only if your trip is pre-booked for at least two nights.

### How long can I stay away?

You can stay abroad for up to 31 days at a time as long as your subscription is active for the whole time. If you stay for longer than this, this insurance will not be valid. Just to be clear, your trips need to start and end from your home address in the UK. We won't cover you if you're moving abroad.

However, if you have to stay abroad because of events you have no control over, we'll extend your cover by up to 30 days at no extra cost. So we'd cover you for up to 61 days for a single trip if that happened.

### Do you have any pre-existing medical conditions?

A pre-existing medical condition is when, as the name suggests, you had it or symptoms of it when you signed up with us or booked a trip.

#### We won't pay claims for any pre-existing medical condition

Our travel cover is designed to back you up if you unexpectedly get sick or injured while you're abroad. It's not there to cover you for illnesses that you knew about, or had symptoms of, before you booked your trip or bought Back Me Up.

You don't need to tell us about your medical history when you sign up. But if you do have pre-existing conditions, we aren't able to pay any claims you make that are related to these.

Just to be clear, if you were waiting for tests, or waiting to hear the results of tests, before you took out Back Me Up or booked a trip, you won't be able to make a claim related to any conditions that you're later diagnosed with.

The same rule applies if you've been to see a doctor about symptoms of an identified or unknown condition. You wouldn't be able to make a claim relating to these later on.

And if you've been treated in hospital within the last year, we aren't able to pay a claim relating to whatever you were being treated for.

#### Other people's medical conditions

The health of your family, friends or anyone else who might be travelling with you may affect the claims you make, even though they're not covered by Back Me Up.

For example, you might need to cancel a trip because a relative is ill. If you knew about their condition when you signed up or booked your trip – or you knew they



were undergoing tests or investigations – then we wouldn't pay a claim if you needed to cancel a trip because of their health.

However, if they were having regular check-ups for an ongoing condition that wasn't getting worse, then that would be OK.

**Just to let you know – if you do have a pre-existing medical condition as described above, you can still have Back Me Up and would still be covered for travel insurance – just not for anything to do with your condition.**

## **Travel – things we aren't able to cover**

These are in addition to the list [here](#)

- We aren't able to pay claims for routine medical treatment which could have waited until you got back home.
- We won't pay claims for any surgery that is not essential, such as plastic surgery.
- We can't pay for extra costs that aren't directly related to your claim. For example, we wouldn't pay for extra expenses such as telephone calls or meals. We also aren't able to pay for any money you lose as a result of not being able to work.
- We aren't able to pay claims if you have intentionally put yourself at risk, unless you are trying to save someone else's life.
- We won't pay a claim if you don't keep your valuables, money and important documents safe. You should either keep them with you or lock them away out of sight.
- We aren't able to pay claims that are to do with travel companies or tour operators being unable to provide their normal services. But you should be able to claim any money you've paid back directly from them.
- We won't pay a claim if you've travelled against medical advice, or if you're travelling to get treatment in another country.
- We won't pay claims caused by you doing manual work abroad – such as working as a builder, or any job where you put yourself at risk physically. Neither voluntary nor paid work is covered.
- We won't pay claims caused by you no longer wanting to travel.



## Reducing the cost of healthcare abroad

Where possible, you should always try to reduce the cost of, or claim back, medical expenses.

If you make a claim and we realise that you can get back at least a portion of your costs in another way, we will tell you what to do. We'll then pay you any "leftover" amount you weren't able to get back yourself.

### European Health Insurance Cards (EHICs)

A European Health Insurance Card (EHIC) entitles you to reduced-cost, and sometimes free, medical treatment while you're travelling in a country within the European Economic Area (EEA), or in Switzerland.

The EEA is made up of all the countries in the European Union (EU) as well as Iceland, Liechtenstein and Norway. You can apply online for an EHIC by visiting [www.ehic.org.uk](http://www.ehic.org.uk). Or you can call 0300 330 1350.

If you used your EHIC or a private health insurance plan to reduce the cost of your treatment, then you won't have to pay any excess when you make a claim.

If you don't have an EHIC, your subscription is still valid. But EHICs are free and easy to apply for. So having one is a no-brainer.

EHICs expire after five years. If you have one and are planning a trip, dig it out now and make sure it isn't going to expire while you're abroad.

### Reducing healthcare costs outside of Europe

Sometimes, the cost of overseas medical care will be reduced because you're a UK citizen. This is because the UK has agreements with certain other governments.

If the cost of your care is reduced because of one of these agreements, you won't have to pay your £50 excess when you make a claim.

Usually, you'll need to present a passport to get a reduction – and in some cases, your treatment may even be free. At other times, you may need to do something to qualify for reduced-price or free care.

For example, in Australia you'll have to enrol with a local Medicare office. You should do this after the first time you receive treatment. You'll then receive public hospital treatment free of charge and can make a claim for any money you spend (or have already spent) on medical costs.

You'll find details of free and reduced-cost treatment available abroad to UK residents online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers)



If you're unsure whether you can get reimbursement for your costs while you're abroad without needing to claim on your insurance, phone us on 03451287920 and tell us where you are.

If we realise you're able to get your money back without our help, we'll still be happy to tell you how to do it.

## Sports and Activities

Back Me Up covers you for most of the usual activities you'd do on holiday. Below is a list of some of the common ones you're covered for as standard. Things like hiking, swimming, surfing, and sailing are fine with us. Even shooting is OK – so long as you're with a professional instructor and you're only shooting at targets.

But you're not covered for any claims caused by you taking part in more risky activities. By this, we mean things like winter sports (snowboarding, skiing and so on), mountain climbing, bungee jumping or potholing.

**If you plan on taking part in more “adventurous” activities or trips abroad, then the Adventure Bolt On might be for you. Please see page 52 for details on what this covers.**

You won't be covered for any injury or damage you cause while driving or piloting any motorised vehicle or craft. You're also not covered to take part in any kind of competition or race.

And you won't be covered for any injury or damage you cause while driving or piloting any vehicle.

### Activities you're covered for:

<b>Aerial safaris</b> – in chartered aircraft & an organised excursion	<b>Orienteering</b>
<b>Archery</b> – properly supervised	<b>Paintballing</b> – war games
<b>Banana Boat</b>	<b>Pony trekking</b>
<b>Camel riding</b> – not racing	<b>Powerbykes</b> – up to 15 mph
<b>Catamaran sailing</b> – up to 12 miles from coast only	<b>Rifle range</b>
<b>Clay pigeon shooting</b> – organised event	<b>Ringos</b>
<b>Cycling</b> – transport only, excludes mountain biking	<b>Roller skating/blading/hockey</b>
<b>Deep sea fishing</b> – game fishing	<b>Rowing</b>
<b>Dinghy sailing</b> – up to 12 miles from coast only	<b>Safaris without guns</b> – professional organised tours only
<b>Driving a car, van, lorry</b> – excludes professional drivers	<b>Sailboarding</b>
<b>Driving or riding on a motorcycle or moped</b>	<b>Sailing</b> – coastal waters only – up to 12 miles from coast
<b>Dry slope skiing</b>	<b>Sand dune surfing</b>
<b>Fishing</b>	<b>Scuba-diving</b> – to a depth of 30 metres & only if accompanied by a qualified instructor or if you are qualified
<b>Football</b> – not professional, semi-professional or major competition or tournament	<b>Shooting</b> – range only (must be adequately supervised)
<b>Go-karting</b> – up to 120 cc	<b>Trekking</b>
<b>Golf</b>	<b>Free diving</b> – to a depth of 30 metres & only if accompanied by a qualified instructor or if you are qualified



<b>Hiking/Walking/Trekking</b> – no ropes or equipment & on recognised routes	<b>Volleyball</b>
<b>Horse riding</b> – excluding jumping, hunting & competition	<b>Small bore target shooting</b>
<b>Ice skating on ice</b> – rink	<b>Snorkelling</b>
<b>Indoor climbing</b> – at a properly organised activity centre	<b>Water polo</b>
<b>Kite boarding</b> – not racing (no cover for kite damage)	<b>Surfing</b>
<b>Kite buggying</b> – not racing (no cover for kite damage)	<b>Windsurfing</b>
<b>Kite surfing</b> – not racing (no cover for kite damage)	<b>Yachting</b> – coastal waters only – up to 12 miles from coast
<b>Land skiing</b>	<b>Zorbing</b>
<b>Motorcycling</b> – not racing or competing. The driver must hold a current licence that allows them to drive the motorcycle and you must be wearing a helmet.	<b>Wakeboarding</b>

## Your Cover

### E.1 - Cancellation

If you've got a trip coming up, chances are you've already spent money to book your travel and accommodation.

If you have no choice but to cancel your trip, we can pay out up to £5,000 to cover any non-refundable part of your booking.

#### What's covered?

**We'll only cover you if you cancel your holiday for one of the following reasons. We won't pay cancellation claims for any other reason.**

#### Frequent flyer points

If your flight was originally booked using a frequent flyer program and was cancelled, we'll pay for you to take another flight that costs the same as your original flight.

#### Illness and injury

If you, a friend, someone in your family – or a colleague you're travelling with – gets sick or injured before you leave for a trip, we'll cover the costs if you have to cancel. The only exception is if you're trying to make a claim that relates to a pre-existing medical condition.

If the person you were going to stay with gets sick or injured and you need to cancel your trip, we'll also cover your costs.

We'll only pay claims if you have to cancel due to illness or injury if you couldn't have known that you'd need to cancel when you joined Back Me Up or booked your trip.

For more information about when we'll cover you for these types of claims, take a look at our section on [pre-existing medical conditions](#).



### **Damage to your home, and burglary**

We'll pay your claim if you, or someone you're travelling with, have been asked to stay at home by the police because of a break-in.

We'll also pay if you or someone you're travelling with couldn't travel because your home was seriously damaged. For example, if there was a fire or flood, we know you'd have to sort things out. So we'd pay the claim.

### **Court and jury duty**

You're covered if you have to cancel a trip because the courts call you, or someone you're travelling with, up for jury service, or as a witness.

### **Job loss**

If your employer makes you redundant and you have no choice in the matter, then you're covered. But you must have been working for them for two years or more.

### **Cancelled holiday leave**

If you work for the emergency services or armed forces, your agreed holiday leave might be cancelled by your employer for operational reasons. If that's the case – for either you or someone you're travelling with – then we'll cover your cancellation costs.

### **Foreign Office advises against travel**

If Foreign Office travel advice changes after you book your trip but before you leave, you can make a claim to cover your cancellation costs.

### **What's not covered?**

You're only covered if you cancel for the reasons listed above. We aren't able to pay a claim if you cancel for any other reason. That includes deciding that you no longer wish to take your trip.



## **E.2 - Missed Departure**

If your travel plans don't pan out, we'll pay up to £750 to cover extra travel and accommodation costs that allow you to carry on with your trip.

That includes cover if you miss a pre-booked connecting flight or train, so you won't be left in the lurch halfway through a journey.

We'll also pay for a hotel if you can't continue your journey on the same day. But we won't pay for extra meals, drinks, or similar expenses.

### **What's covered?**

**We'll only cover you if you miss your departure for one of the following reasons. We won't pay missed departure claims for any other reason.**

#### **Car accidents and breakdowns**

You're covered if you're involved in a car accident on the way to the airport, port, or station, and this means that you don't make it on time.

Or if there's an accident ahead of you on the road that causes you to be late, we'll pay in that case too.

We'll also pay your claim if the car you're in breaks down and you don't make it on time. The only thing we ask is that you keep it well maintained and roadworthy in order to be covered here.

#### **Strikes and protests**

This section covers you if a strike or protest affects your plans. But this is only if the announcement or start of the strike or protest begins after you've booked your trip.

#### **Bad weather**

You can make a claim if bad weather disrupts your journey.

#### **Mechanical breakdown**

You're covered if the plane, boat, coach or train you planned to take has mechanical problems and this disrupts your journey.



## **E.3 – Delays, and cancellation because of delays**

If there are lengthy delays to either your outward or return journey, you can make a claim under this section.

### **What's covered?**

#### **Delays**

We'll pay you £20 for each 12-hour period you're delayed, up to a cap of £400. We work out the length of delays based on the difference between the scheduled time of arrival and the actual time of arrival.

You don't have to pay an excess for a delay claim.

#### **Cancellation after a long delay**

If the delay on your outward journey from the UK is more than 12 hours long, you can decide to cancel the trip. We'll pay out up to £5,000 to cover the cost of cancellation charges.

### **What's not covered?**

#### **If you knew about potential delays**

If you took out Back Me Up within four weeks of travelling, and it was public knowledge at the time that there might be delays, we won't pay your claim. For example, if there was a high chance of severe storms and you booked tickets to travel during the period of bad weather, we wouldn't pay a claim if your travel was disrupted due to the storms.

#### **If you change your mind**

We won't pay a claim if you've simply decided you don't want to travel.





## **E.4 – Cover if you have to cut your trip short**

If you have to cut your trip short, it's likely that you've already paid for travel or accommodation you won't use. And you'll probably have to pay extra to get back home.

This section will pay out up to £5,000 to cover those costs – but only if you cut your trip short for one of the reasons below.

If we pay to cover the cost of unused travel, we won't also pay the cost of extra travel. For example, if you had to return home we would pay for you to fly back early but then we wouldn't also refund you for the flight you'd already booked.

### **What's covered?**

**We'll only cover you if you have to cut your trip short for one of the reasons below. We can't pay claims if you come home early for any other reason.**

#### **Illness and injury**

If you, or a friend or colleague you're travelling with, get sick or injured on holiday you might have to come home early. That's covered.

If the person who you were going to stay with gets sick or injured, you might also need to leave. We'll pay a claim for that too.

If a friend, back in the UK, gets sick or injured and you need to come home, that's covered.

But we won't pay if a tour guide, or someone similar, gets sick.

We'll only pay claims if you have to cut your trip short due to illness or injury if you couldn't have known that you'd need to do this when you bought your Back Me Up subscription or booked your trip.

For more information about when we'll cover you for these types of claims, take a look at our section on [pre-existing medical conditions](#).

#### **Damage to your home and burglary**

We'll pay your claim if the police have told you to return to the UK because someone has broken into your home.

We'll also pay if you had to return because your home became seriously damaged. For example, if there was a fire or flood, you'd have to return to sort that out.

### **What's not covered?**

**You're only covered if you have to cut your trip short for one of the reasons listed above. We won't pay a claim if you come home early for any other reason.**

**Drink and drugs**

You're not covered if you have to return home because you get injured or become sick as a result of drinking alcohol or using drugs.

**Motorbike accidents**

We aren't able to pay a claim if you have to return home because you were injured while riding a motorbike which is more than 125cc. That's if you're either the driver or the passenger.

But you are covered if you or the driver has a valid licence that lets you or them drive a bike with a bigger engine.

Please remember, when riding a motorbike as a passenger or driver you must wear a helmet.



## **E.5 - Medical cover**

We'll pay up to £5 million for the cost of any treatment you have while abroad, plus related expenses. Unless it's a pre-existing condition (**see the pre-existing medical conditions section [here](#) for more details**)

We'll keep paying out for up to a year from the point you get injured or sick, if that's required.

Once you return to the UK, we will stop paying for your treatment.

### **What's covered?**

#### **Medical treatment**

We'll cover the costs of medical treatment that you need while you are on a trip.

#### **Dental treatment**

If you need to see a dentist while abroad, you should be aware that we'll only cover emergency treatment to relieve pain. You are covered to a maximum amount of £300 for this type of treatment, and anything that could have waited until you got home is not covered.

#### **Return journey to the UK**

If the doctor taking care of you says it's necessary, we'll cover the cost of getting you back to the UK. That includes paying for an air ambulance if it's needed.

#### **Extra travel and accommodation expenses**

We'll pay you back if you've spent any extra money on accommodation after getting injured or sick.

We'll also pay for one person to travel from the UK to bring you home if you're seriously ill or injured. And we'll pay for their accommodation costs while they were abroad too.

We will only pay you back for the cost of the rooms. However, we'll also pay you £25 for every day you spend in hospital. So you can use that to pay for things like meals and phone calls.

#### **Funeral costs**

We'll pay to cover any extra costs of an overseas funeral. That means we'll consider how much it would have cost in the UK and pay out the difference.

We can also pay to bring your body or ashes home. We sincerely hope Back Me Up is never needed for this.



## **What's not covered?**

### **Drink and drugs**

You're not covered if you had been drinking alcohol or using drugs, and that led to you needing medical treatment for sickness or injury.

### **Motorbike accidents**

We aren't able to pay a claim if you have to return home because you were injured while riding a motorbike which is more than 125cc. That's if you're either the driver or the passenger.

But you are covered if you or the driver has a valid licence that lets you or them drive a bike with a bigger engine.

Please remember, when riding a motorbike as a passenger or driver you must wear a helmet.

### **Medical care you knew that you'd need**

If you know in advance that you'd need medication or treatment while abroad, we won't pay a claim for that.

### **Your own room**

We can't pay to get you a private single room whilst you're in hospital.

### **Unused travel**

If we pay to bring you home, we aren't able to also pay to cover the costs of any unused travel you've booked.

### **Money you can claim back**

In some circumstances, you'll be able to claim some of your costs back without our help. For example, if you have a European Health Insurance Card, or are enrolled in the Australian Medicare program, you might be able to claim back some of the money you've spent.

If you make a claim and we realise you can claim some of the costs back, we'll let you know and tell you what you need to do to get your money.

Read more about free and reduced-cost treatment available abroad to UK residents at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers).



## **E.6 – Compensation for death & serious injury**

This section covers you for serious injuries or death after an accident abroad. Sure, they're not things you want to think about. But we'd like you to enjoy your travels, knowing if the worst happens, we'll be there for you.

### **What's covered?**

#### **Death**

If you die while you're abroad, we'll pay a fixed sum of £15,000 to your estate (which is the legal name for the money and possessions you leave behind – so the sum we pay out will be passed on with the rest of these).

#### **Serious injury**

If you lose an arm or a leg – or permanently lose all of your sight in one or both eyes – while you're abroad, we'll pay you a fixed sum of £25,000. We'll also pay this amount for any other injury that means you won't be able to work for the rest of your life.

### **What's not covered?**

#### **Drink and drugs**

You're not covered if you had been drinking alcohol or using drugs, and that led to your injury or death.

#### **Motorbike accidents**

We aren't able to pay a claim if you have to return home because you were injured while riding a motorbike which is more than 125cc. That's if you're either the driver or the passenger.

But you are covered if you or the driver has a valid licence that lets you or them drive a bike with a bigger engine.

Please remember, when riding a motorbike as a passenger or driver you must wear a helmet.



## E.7 – Suitcase Cover

If you accidentally lose a suitcase containing your personal belongings, or if they are stolen or damaged, you can claim up to £500 to replace them.

### What's covered?

#### Your suitcase is lost, stolen or damaged

We'll pay the cost of replacing the contents of your suitcase if it's lost, stolen or damaged, up to the limit of £500.

We may ask you to provide an original purchase receipt or valuation. If you can't we may assess your claim and make a reasonable deduction for wear and tear, as well as considering how old the items were. We'll then pay you the rest.

### What's not covered?

#### Fragile items

We aren't able to pay a claim for fragile items – for example we wouldn't pay a claim for a broken glass or china vase.

#### Food, drink and tobacco

We aren't able to pay any claims for food, drink or tobacco products.

#### Valuables

When you're not carrying valuables (like jewellery, watches, electronic gadgets and musical instruments) with you, you should lock them away in a hotel room or preferably a hotel safe. Otherwise, we aren't able to cover them.

We also can't pay a claim if your valuables are stolen from your bag – or damaged inside your bag – after you'd checked it in for a flight or handed it over to any other travel company. But you may be able to claim compensation from them.

#### Mobile phones

There's no cover for mobile phones or similar devices (including smartwatches) under this section, but if they're one of your **Stuff x3** items then you could make a claim under that cover.

#### Pairs and sets

If your claim is about something that comes in a pair, or a set, we'll only pay for the part that's lost, stolen or damaged. We aren't able to pay to replace the pair or full set.

#### Confiscated items

We won't pay claims for possessions which were taken from you by a government agency. If customs officials seize your luggage, we wouldn't be able to pay to replace your belongings.



### **Data**

We can't pay a claim for the loss of files or data stored on electronic devices, such as laptops, tablets and phones.

### **Sport Equipment**

We can't pay a claim for the loss, damage or theft of sports equipment. If you would like cover for this, why not check out our **Adventure Bolt On?**

## **E.8 - Delayed Baggage**

If your personal belongings are delayed for more than 12 hours on your outward journey, we'll pay you compensation of £75.

There's no excess to pay for claims made for delayed baggage.

## **E.9 – Lost money**

### **What's covered?**

You can claim for up to £200 if you lose bank notes or coins, or if someone steals your money.

We'll also cover you if your pre-paid travel cards are lost or stolen and used without your permission while you're abroad.

### **What's not covered?**

#### **Loss of value**

If the exchange rate between two currencies falls, we won't make up the difference of any money you've lost.

#### **Money you don't keep with you**

When you're not carrying your money with you, you should lock it safely away in a room or safe. Otherwise, we aren't able to cover it if it is lost or stolen.

We also can't pay a claim if money is stolen from your bag after you've checked it in for a flight or handed it over to any other travel company.

#### **Bank cards**

We aren't able to cover you if your bank or credit cards are stolen or lost. But your bank should cover any losses in this situation.



## **E.10 - Loss of Passport**

We'll pay up to £1,000 if you lose your passport.

We'll cover the cost of getting you a new one, as well as any other expenses caused by the loss.

### **What's covered?**

#### **Travel and accommodation**

We'll pay claims for extra travel and accommodation expenses that you need to pay for while you're trying to get hold of a replacement passport.

When we say accommodation, we'll cover the cost of a room for you to stay in, but won't pay for drinks, food or other expenses.

#### **Cost of emergency replacements**

We'll cover the cost of an emergency replacement or temporary passport, and the cost of a new visa if necessary.

#### **Missed departure**

If you've lost your passport and that means you miss your booked train, plane, coach or boat, we'll pay for new travel arrangements.

We'll also cover the cost of accommodation if you have to stay in one place longer than you'd planned. And we'll pay the cost of a room for you to stay in, but not for drinks, food or other expenses.

#### **A new passport**

We'll pay for a new passport once you're back home.

### **What's not covered?**

#### **Loss at home**

You're not covered if you lose your passport while you're in the UK.

#### **Returning home**

If we pay to cover the cost of extra travel to get home, we won't also pay the cost of any unused travel. For example, if you missed your flight because you had lost your passport, we would either; pay for your additional flight home or cover the cost of your missed flight.





## **E.11 – Legal claims made against you**

### **What's covered?**

If you accidentally injure someone or damage someone's property whilst abroad, we'll cover the costs of dealing with claims made against you, up to a maximum of £2 million. That includes any legal costs.

If you're responsible for accidentally damaging rented accommodation, we'll pay up to £100,000 for a single incident.

While this cover includes legal expenses, you must get us to agree to these before you pay for them.

### **What's not covered?**

#### **If you know the person**

If the person making the case against you was travelling with you, or you were looking after their property at the time it was damaged, then we aren't able to pay your claim. We also won't pay claims if a close relative takes legal action against you.

#### **Animals**

We aren't able to pay a claim if it's to do with an animal you were in charge of.

#### **Guns**

We can't pay a claim if it is to do with the use of a gun.

#### **Motorised Vehicles**

We can't pay claims if it is to do with any motorised vehicle or craft.

## **E.12 – Travel Legal**

This section of your cover is provided by DAS Legal Expenses Insurance Company. So when we use the words "we", "us" or "our" in this section, we're talking about DAS Legal Expenses Insurance Company Limited and not Back Me Up.

The legal advice service is provided by DAS Law Limited or one of our partner law firms.

If you're injured or die abroad and there's good reason to take legal action against another person or organisation, we will pay up to £25,000 for a law firm or another expert to represent you.

To be clear, that's £25,000 worth of legal costs for any claim or series of claims that resulted from the same cause. This includes payment to a legal representative of £100 per hour.



You can make a claim in relation to an incident that took place anywhere in the world, and that includes the United Kingdom – so long as you're on a pre-booked trip away from your home for more than two nights.

### **To make a claim, there must be a reasonable chance of winning a case**

The main reason that we won't pay a claim is that we don't think there's a reasonable chance of you being successful in your case. By reasonable chance, we mean that the likelihood of you being successful, either in a court or using another dispute resolution service that we agree to is at least 51%. Essentially, we must think you are more likely to win your case than you are to lose it. Any legal costs you have incurred with our authority prior to this decision can still be claimed for.

When we say a 'successful' claim we mean that you have recovered losses or damages from the other side, or another outcome in your favour (that we have agreed to) has been reached. This includes taking any necessary enforcement action following a court judgment in order to make sure the terms of the judgment are met.

When you make a claim, a law firm we appoint will look carefully at your case and they will let us know whether there is a reasonable chance of winning.

### **Time limits for your claim**

You'll only be covered under this section if you suffer a sudden injury or an accident that causes your death, during the time your Bolt On is active.

You must bring your claim to us as soon as you can, as late reporting may affect the chances of your case's success or your claim may be declined. There are time limits in some countries for making a personal injury claim, so as a rule, we need to know as soon as possible.

### **How to make a claim on your Travel Legal**

**Step one** – call us for advice on 0345 128 7948

If you have been injured and need legal advice your first step should be to call our helpline. Please have your Back Me Up subscription number to hand when you call.

It's open 24 hours a day for legal questions – on the laws of all countries in the EU, Switzerland, Norway, the Isle of Man and the Channel Islands. Legal advice about the other territories is provided by solicitors operating during normal office hours. We will arrange for them to call you at the most convenient time.

For problems outside of England and Wales, we'll arrange for someone to call you back in working hours. Those are between 9am and 5pm from Monday to Friday, excluding bank holidays. We'll do our best to help resolve your situation without needing to make a claim.



We may record calls. We can't be held responsible if the helplines are unavailable for reasons beyond our control, for example if parts of the telephone network have been damaged by a storm.

**Step two** – register your claim

If we can't resolve your problem with some telephone advice, and it looks as though you'll need us to appoint a law firm or another expert for you, then you'll need to register a claim with us.

Please don't ask for help from a lawyer or anyone else unless we've agreed to it. If you do so without our permission, we won't pay the costs involved, even if we accept your claim.

**Step three** – how we'll handle your claim

If you're in dispute with an organisation or individual, we will only accept a claim if we believe that there is a reasonable chance of you being successful in your case. By reasonable chance, we mean that the likelihood of you winning, either in a court or using another dispute resolution service that we agree to, is at least 51%. Essentially, we must think you are more likely to win your case than you are to lose it.

If we accept your claim and decide that you need a law firm or other expert to represent you, we will appoint one for you. This firm will be one of our panel of preferred law firms. They will try to settle your claim without having to go to court.

We may decide to settle your claim, rather than taking legal action, or continuing any legal action that we've begun. In these circumstances you must allow us to take over any claim in your name. And you must allow us to pursue any claim for compensation against any other person if we think we have a reasonable chance of success. If we decide to do this, you must give us all the information and help we need to do so.

**Working with your own law firm**

If the law firm we have appointed to deal with your claim can't negotiate a settlement and it is necessary to go to court – or if there's any conflict of interest - then you can choose a different law firm to represent you. If you choose a law firm to act for you, the maximum we'll pay them is £100 per hour. This rate may vary from time to time.

Any legal representative we use will work under the terms we agree with them. It's important to understand, if you appoint your own representative, they will need to work under the same terms. This includes the requirement that all costs charged by the representative must be reasonable and necessary. If you have chosen a representative, who takes their fee (or part of it) as a percentage of any money won in court, then we won't cover their legal costs.

You and your law firm must work with us at all times and must keep us up to date with the progress of the claim – including any offers of settlement. You mustn't



negotiate or agree to a settlement offer without our written consent. It's important that you let us know what's happening because we can then talk to your legal representative to agree a course of action that we will cover.

Please don't do anything that might reduce the chance of you winning your case. We realise that you may not know what might affect this, so if you're unsure of how to act, talk to your legal representative for advice. Please don't communicate with the other side in the case unless we have asked you to.

If you or your law firm don't accept a reasonable settlement offer from the organisation or individual who you're in dispute with, we will refuse to cover any further costs.

And if you settle or withdraw a claim without our agreement, we may cancel this Bolt On and tell you to repay us any money we've spent so far.

If your law firm refuses to continue representing you for a good reason – or if you dismiss them without a good reason – the cover under this Bolt On will end immediately, unless we have agreed to appoint a new firm to represent you.

### **Second opinion**

If we withdraw cover from your claim because we believe it doesn't have a reasonable chance of success, you can seek a second opinion from another legal expert. The expert must be approved by us and we must agree to the cost in writing before they are appointed.

If your expert decides that your case does have a reasonable chance of success, then we will pay for the costs of getting this decision. We will then reverse our initial decision and pay your claim.



## **What's covered?**

### **Personal injury claims**

We'll pay for a law firm to represent you after an accident that causes injury or death, where someone else was at fault.

To make it clear, this cover is for personal injury claims only, not any other type of claim.

### **Legal costs**

We will cover the legal costs of your case and the reasonable expenses of a legal representative or another expert. This includes the other side's costs if you are ordered to pay them by a court in non-criminal cases, or if we agree to pay them as part of a settlement.

Any costs that you can get back – for example, if a court tells the other side to cover your costs in a case – will belong to us, and you must try to recover these where you can.

If the law firm we have appointed to deal with your claim can't negotiate a settlement and it is necessary to go to court – or if there's any conflict of interest - then you can choose a different law firm to represent you. If you choose a law firm to act for you, we'll pay them £100 per hour. This may vary from time to time.

You and your chosen firm must work with us at all times and must keep us up to date with the progress of the claim – including any offers of settlement. You mustn't negotiate or agree to a settlement offer without our written consent. It's important that you let us know what's happening because we can then talk to your representative to agree a course of action that we will cover.

### **Appealing a decision against you**

If you have lost a court case, you may have the opportunity to appeal – meaning that you can make an argument against the judge's decision. The court will set a time limit in which you can appeal.

If you wish to appeal against the court's decision, then you must tell us within that time limit. There must also be at least a 51% chance of your appeal being successful.

### **Second opinions on your case**

If we withdraw cover from your claim because we believe it doesn't have a reasonable chance of success, you can seek a second opinion from another legal expert. The expert must be approved by us and we must agree to the cost in writing before they are appointed.

If your expert decides that your case does have a reasonable chance of success, then we will pay for the costs of getting this decision. We will then reverse our initial decision and pay your claim.



### **Legal advice service**

If you have a personal legal problem your first step should be to call our helpline on 0345 128 7948. Please have your Back Me Up subscription number to hand when you call.

It's open 24 hours a day for legal questions – on the laws of all countries in the EU, Switzerland, Norway, the Isle of Man and the Channel Islands.

For problems outside of England and Wales, we'll arrange for someone to call you back in working hours. Our UK tax helpline is open 9am to 5pm, Monday to Friday, excluding public and bank holidays. We'll do our best to help resolve your situation without needing to make a claim.

We may record calls. We can't be held responsible if the helplines are unavailable for reasons beyond our control, for example if parts of the telephone network have been damaged by a storm.



## **What's not covered?**

### **If you don't ask us first**

Please don't ask for help from a lawyer, accountant or anyone else unless we've agreed to it. If you do so without our permission, we won't pay the costs involved, even if we accept your claim. However, we may still accept your claim later on and will pay your costs from that point onwards.

### **Claims made by someone else**

Apart from us only you have the right to make a claim under this cover. This means that a piece of legislation called the Contracts (Rights of Third Parties) Act 1999 does not apply to your cover in relation to any third-party rights or interest.

### **Cases that aren't worth taking to court**

In some cases, the cost of going to court will probably be more than a judge may award you if you win your case. If we think that's the case, we'll pay to cover legal costs up to the value of the likely award, but no more than that.

### **Penalties and fines**

If the court (or another authority, like a local council) orders you to pay money to someone else, regardless of the type of fee or penalty it is, we can't cover the cost of that.

### **Claims made too late**

We can't pay claims if you haven't told us about your injury or illness within a reasonable time. This is because taking legal action too late afterwards can mean it is much harder to make a successful claim – for example because evidence might be harder to find after a delay.

you must bring your claim to us as soon as you can, as late reporting may affect the chances of your case's success. There are time limits in some countries for making a personal injury claim, so as a rule, we need to know as soon as possible.

### **Illnesses and injuries that happen gradually & mental illness**

We can't cover you for illness or injuries that happen over time. We also can't provide cover for psychological harm or mental illness, unless the condition followed a specific physical accident – for example, if you hit your head and suffered issues with your memory afterwards.

### **Illness or injury caused by medical professionals**

We can't pay for clinical negligence claims, for example, if you've had medical treatment and something went wrong this section can't cover you.

### **Claims against a travel company**

We can't pay to cover the cost of legal action you want to take against a travel agent, tour operator or transport company.

**Your law firm won't represent you, or you don't want them to represent you**

If your law firm refuses to continue representing you for a good reason – or if you dismiss them without a good reason – the cover under this Bolt On will end immediately, unless we have agreed to appoint a new firm to represent you.

**If you represent yourself**

If you choose to, you may appear without legal representation in court. But you must be represented by a law firm or barrister elsewhere, for example in meetings or negotiations, and you must have taken their advice before going to court. Otherwise we won't cover your claim.

**A dispute with DAS or Back Me Up**

This Bolt On won't cover you if you're having a dispute with DAS or Back Me Up. However, we have a complaints procedure and you can find out how to complain on page 76.

**Defence claims**

We will not cover the cost of defending you against a claim made by someone else. However, if someone else makes a claim in direct response to yours – which is known as a 'counterclaim' – then we will cover the cost of defending you against that counterclaim.





## **How we'll use your personal information**

To provide and administer the legal advice service and legal expenses insurance we must process your personal data (including sensitive personal data) that we collect from you in accordance with our Privacy Policy.

To do so, we may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give you legal advice, we may have to send the information outside the European Economic Area.

In doing this, we will comply with the Data Protection Act 1998. We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime we may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information we hold about you, please write to the Group Data Protection Controller at the below address:

DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

## **Complaints about your Travel Legal cover**

For details on how to complain about your Travel Legal cover, please see the complaints section [here](#).



## Section F - Adventure Bolt On

The cover in this section is only active if you've bought our **Adventure Bolt On**. It's not part of your standard cover – it's in addition to it.

You can cancel **Adventure** cover using our App or by accessing your account online.

If you cancel this Bolt On, you won't be insured to do any of the riskier activities listed below any longer – unless you reactivate it later on.

### Adventurous activities you're covered for

This Bolt On covers you for the activities laid out in the table below. These are in addition to the ones listed in the [Core Back Me Up Travel section](#). If your activity isn't listed here, please contact us first to see if we'll agree to cover you – use the [Contact Us](#), and we'll respond ASAP.

<b>Abseiling</b> – professionally organised & supervised	<b>Mogul skiing</b>
<b>Bungee Jumping</b>	<b>Mono skiing</b>
<b>Canoeing/Rafting/White water rafting</b> - up to category 2	<b>Paragliding/Parascending over water</b> – only when attached to a speed boat
<b>Cross-country skiing</b>	<b>Quad biking/ATVs</b> – only if wearing a helmet and protective clothing, up to 125cc
<b>Curling</b>	<b>Scuba-diving</b> – to a depth of 40 metres & only if you're qualified
<b>Dog sledding</b>	<b>Sea Kayaking</b> - coastal waters only- maximum 12 miles from the coast
<b>Downhill skiing</b>	<b>Shark diving in a cage under water</b> – professionally supervised
<b>Glacier walking</b>	<b>Skiing on- or off-piste</b> (off-piste only with a qualified guide or instructor)
<b>Gliding</b> – not piloting & subject to flying with qualified pilot	<b>Snowboarding on- or off-piste</b> (off-piste only with a qualified guide or instructor)
<b>Heli-skiing</b>	<b>Snowmobiling</b>
<b>Hot air ballooning</b> – licensed operation only, not piloting	<b>Speed skating</b>
<b>Ice skating</b>	<b>Tobogganing</b>
<b>Jet boating</b> (as a passenger only)	<b>Waterskiing</b>
<b>Jet skiing</b>	

Even with the **Adventure Bolt On**, you won't be covered for any injury or damage you cause while driving or piloting any motorised vehicle or craft. You're also not covered to take part in any kind of competition or race or any professional or semi professional activities.



There are some activities that we need to mention in particular, because you need to know that they will never be covered by your Back Me Up subscription. These are:

- Ski jumping
- Ice hockey
- Using bobsleighs and skeletons.

## **F.1 – Sports Equipment and Equipment Hire**

### **What's covered?**

#### **Replacing your equipment**

We'll pay out up to £250 towards the cost of replacing your sports equipment if it's lost, stolen or damaged while you're on a trip.

This cover is in addition to the cover that pays the cost of hiring replacement equipment whilst you're on a trip.

#### **The cost of hiring replacement equipment**

If your own equipment is lost, stolen or damaged, we'll pay you up to £20 a day to hire replacement gear.

The maximum amount we'll pay out for the cost of hiring equipment is £250 per trip. This is in addition to the cover for replacing your equipment under this section.

### **What's not covered?**

#### **Money you can claim back from someone else**

Depending on the circumstances, you might be able to claim money from someone else. For example, if your transport provider has damaged your equipment, you should be able to get compensation directly from them.

If that's the case, we won't pay a claim for replacing your equipment, as you'll already be in a position to do it yourself.

#### **Sports equipment left in a vehicle overnight**

We can't cover claims for loss, theft or damage to sports equipment left in a vehicle overnight.

## **F.2 – Lessons, ski-packs and lift passes**

### **What's covered?**

We'll pay up to £250 towards lessons, lift passes, and parts of your ski pack that you don't end up using because you get injured or fall ill.



### **F.3 – Piste closure and avalanches**

If piste closures or avalanches disrupt your trip, we'll pay up to £30 a day to cover your extra expenses – such as transport to another resort. We'll pay up to a maximum of £300 per trip.

This cover is only active between 10 December and 30 April (including these dates). There is no excess under this section.

#### **What's covered?**

##### **Piste closure**

If the piste at your resort is closed and you can't ski there, we'll pay for transport costs to take you to a different resort. We'll also cover the cost of a lift pass for the new resort.

If it's not possible to arrange transport to another resort, we'll pay £30 for each whole day of skiing you miss out on.

##### **Avalanches and landslides**

If your arrival or departure from your resort is delayed because of an avalanche or landslide, we'll cover your extra travel and accommodation expenses. We'll pay £30 for each full day that you're delayed.

#### **What's not covered?**

##### **Money you can claim back from someone else**

Depending on the circumstances, you might be able to claim money from someone else. For example, if the piste is closed, you may be able to claim compensation from your tour operator or the resort.

If that's the case, we won't pay a claim for extra compensation, though we'll make up the difference to £30 per day if you receive less than this from someone else.

##### **You took out your Back Me Up subscription less than 14 days before going on a trip**

We won't cover you if you took out your Back Me Up subscription less than 14 days before going on a previously booked trip. However, we will cover you if you booked the trip at the same time as you took out the Back Me Up subscription.

For example, let's say that someone had booked a trip a few months in advance and then heard that there wasn't enough snow to go skiing at their chosen resort. They couldn't take out your Back Me Up subscription a week before the trip and make a valid claim for the disruption.



## Section G – Landlord Bolt On

This Bolt on cover is provided by DAS Legal Expenses Insurance Company. So when we use the words “we”, “us” or “our” in this section, we’re talking about DAS Legal Expenses Insurance Company Limited and not Back Me Up.

The legal advice service is provided by DAS Law Limited or one of our partner law firms.

The cover in this section is only active if you’ve bought our Landlord Bolt On. It’s not part of your standard cover.

You can check whether this Bolt On is active by looking at the ‘my profile’ section of the website or our app. If you want to cancel this Bolt On cover, you can also do that at any time from ‘my profile’.

### Your Landlord cover in a nutshell

This section of the Bolt On is designed to cover your costs if an organisation or person takes legal action against you – or if you need to take personal legal action against an organisation or person.

Under this cover, we’ll pay up to £50,000 worth of legal costs for any claim or series of claims that resulted from the same cause. This includes payment to a legal representative of a maximum of £100 per hour.

Like all insurance policies, there are limitations to this cover, which we’ve laid out in detail over the next few pages.

### To make a claim, there must be a reasonable chance of winning a case

The main reason that we won’t pay a claim is we don’t think there’s a reasonable chance of you being successful in your case. By reasonable chance, we mean that the likelihood of you being successful, either in a court or using another dispute resolution service that we agree to, is at least 51%.

Essentially, we must think you are more likely to win your case than you are to lose it. Any costs you have had to pay prior to this decision being made can still be claimed for.

When we say a ‘successful’ claim we mean that you have recovered losses or damages from the other side, or another outcome in your favour (that we have agreed to) has been reached. This includes taking any necessary enforcement action following a court judgment in order to make sure the terms of the judgment are met.

When you make a claim, a law firm we appoint will look carefully at your case and they will let us know whether there is a reasonable chance of winning.



### **Appealing a decision against you**

If you have lost a court case, you may have the opportunity to appeal – meaning that you can make an argument against the judge’s decision. The court will set a time limit in which you can appeal.

If you wish to appeal against the court’s decision, then you must tell us within that time limit. There must also be at least a 51% chance of your appeal being successful.

#### **More support online**

You can find plenty of useful legal advice and guidance for dealing with legal issues on DAS’s website, [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk). You can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

### **How to make a claim on your Landlord Bolt On**

**Step one** – call us for advice on 0345 128 7949

If you have a legal problem, your first step should be to call our helpline. Please have your Back Me Up subscription number to hand when you call. You can find more details of the all the help lines [here](#).

It’s open 24 hours a day for legal questions – on the laws of all countries in the EU, Switzerland, Norway, the Isle of Man and the Channel Islands.

For problems outside of England and Wales, we’ll arrange for someone to call you back in working hours. Those are between 9am and 5pm from Monday to Friday, excluding bank holidays. Our UK tax helpline is open 9am to 5pm, Monday to Friday, excluding bank holidays. We’ll do our best to help resolve your situation without needing to make a claim.

We may record calls. We can’t be held responsible if the helplines are unavailable for reasons beyond our control, for example if parts of the telephone network have been damaged by a storm.

**Step two** – register your claim

If we can’t resolve your problem with some telephone advice, and it looks as though you’ll need us to appoint a law firm or another expert for you, then you’ll need to register a claim with us.

Please don’t ask for help from a lawyer, accountant or anyone else unless we’ve agreed to it. If you do so without our permission, we won’t pay the costs involved, even if we accept your claim.

**Step three** – how we’ll handle your claim

If you’re in dispute with an organisation or individual, we will only accept a claim if we believe that there is a reasonable chance of you being successful in your case. By reasonable chance, we mean that the likelihood of you winning, either in a court or



using another dispute resolution service that we agree to, is at least 51%. Essentially, we must think you are more likely to win your case than you are to lose it.

If we accept your claim and decide that you need a law firm or other expert to represent you, we will appoint one for you. This firm will be one of our panel of partner law firms. They will try to settle your claim without having to go to court.

We may decide to settle your claim, rather than taking legal action, or continuing any legal action that we've begun. In these circumstances you must allow us to take over any claim in your name. And you must allow us to pursue any claim for compensation against any other person if we think we have a reasonable chance of success. If we decide to do this, you must give us all the information and help we need to do so.

### **Working with your own law firm**

If the law firm we have appointed to deal with your claim can't negotiate a settlement and it is necessary to go to court – or if there's any conflict of interest - then you can choose a different law firm to represent you. If you choose a law firm to act for you, we'll pay them £100 per hour. This rate may vary from time to time.

Any legal representative we use will work under the terms we agree with them. It's important to understand, if you appoint your own representative, they will need to work under the same terms. This includes the requirement that all costs charged by the representative must be reasonable and necessary. If you have chosen a representative, who takes their fee (or part of it) as a percentage of any money won in court, then we won't cover their legal costs.

You and your law firm must work with us at all times and must keep us up to date with the progress of the claim – including any offers of settlement. You mustn't negotiate or agree to a settlement offer without our written consent. It's important that you let us know what's happening because we can then talk to your legal representative to agree a course of action that we will cover.

Please don't do anything that might reduce the chance of you winning your case. We realise that you may not know what might affect this, so if you're unsure of how to act, please ask your legal representative for advice. Please don't communicate with the other side in the case unless we have asked you to.

If you or your law firm don't accept a reasonable settlement offer from the organisation or individual who you're in dispute with, we will refuse to cover any further costs.

And if you settle or withdraw a claim without our agreement, we may cancel this Bolt On and tell you to repay us any money we've spent so far.



If your law firm refuses to continue representing you for a good reason – or if you dismiss them without a good reason – the cover under this Bolt On will end immediately, unless we have agreed to appoint a new firm to represent you.

### **Second opinion**

If we withdraw cover from your claim because we believe it doesn't have a reasonable chance of success, you can seek a second opinion from another legal expert. The expert must be approved by us and we must agree to the cost in writing before they are appointed.

If your expert decides that your case does have a reasonable chance of success, then we will pay for the costs of getting this decision. We will then reverse our initial decision and pay your claim.

### **Landlord disputes and more**

We can help with many landlord disputes, and here are a few examples of where we could step in to offer legal help:

- If you've been unfairly or illegally evicted from a property
- Your landlord isn't maintaining your property
- There's a disagreement over your deposit

Although this Bolt On is designed to help you if you have trouble with a landlord, it also provides protection for other types of legal disputes.

Please remember we won't cover the costs of legal action or any related expenses which we haven't agreed to.

### **Time limits for your claim**

You'll only be covered under this Bolt On if a legal claim is made by you, or against you, during the time which your Bolt On is in force.

If the incident that led to the claim happened before this Bolt On was taken out, then you'll still be covered as long as you weren't aware of any potential legal action before you bought the Bolt On.

In other words, it's not the timing of the incident or accident that matters, but it's whether you had this Bolt On in place at the time the legal claim is made. If a legal claim is made against you shortly before your Bolt On expires, we'll still accept claims that are submitted within 30 days after your cover ends.

You must bring your claim to us as soon as you can, as late reporting may affect the chances of your case's success or your claim may be declined.

### **The countries in which you'll be covered**

If your claim relates to a contract dispute or a personal injury claim, then you'll be covered for incidents that happened in any of the following countries: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina,





Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey

If your claim relates to anything else, you will only be covered if the incident that led to the claim took place in The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

We'll only support legal action that takes place in a court – or other dispute resolution service agreed by us – within the countries covered above.

### **How much we'll pay**

We won't pay any more than £50,000 worth of costs for any claim or series of claims that were made because of the same cause.

If you choose your own law firm, we will offer them the chance to act on the same terms as if we'd appointed one of the firms on our panel of partners. If they refuse to act on these terms, we won't pay them any more than we would have paid a firm that we had selected. The standard amount that we will pay one of our partners is £100 per hour – and this may vary from time to time.

### **Things we won't pay for**

We can't pay claims that are made for the following things:

- We won't cover payment of any money a court or another authority orders you to pay.
- We won't pay for claims that relate to any written or spoken comments you think have damaged your reputation.
- If there is not a reasonable chance of winning your case, we will not cover your claim. What we mean by this is that there must be at least a 51% chance of winning, as assessed by one of our partner firms.
- This Bolt On won't cover you if you're having a dispute with DAS or Back Me Up. However, we have a complaints procedure and you can find out how to complain on page 76.
- We won't cover any costs or expenses for cases that aren't to do with dispute resolution or personal injury. This means that we can't pay for things like judicial reviews – where a court makes a judgement about things that a local council, government, or another public organisation have done.
- If you are a litigant in person (running your own case) and you are not represented by a law firm or barrister we will not pay your claim
- We won't cover any claim relating to alleged abuse or sexual misconduct, including offences relating to obscene material.
- Apart from us only you have the right to make a claim under this cover. This means that a piece of legislation called the Contracts (Rights of Third Parties) Act 1999 does not apply to your cover in relation to any third-party rights or interest.



## **G.1 – Landlord disputes and other contract problems**

### **What's covered?**

If you have a dispute with the landlord of your main home, we'll cover your legal costs if you need to go to court or use another dispute resolution service that we agree to.

This Bolt On will also cover legal disputes if there's a problem after you've bought, sold or hired an item – or paid for a service.

The dispute must be over an item or service worth more than £100 (including VAT).

### **What's not covered?**

#### **Building work**

We won't cover claims relating to construction work, or building design if the value of the contract is more than £5,000 (including VAT).

#### **Claims against other insurers**

We cover disputes with other insurers if they refuse your claim, but not disputes over the value of your claim.

#### **Land**

We won't cover claims related to the sale, purchase or rent of land and buildings or disputes about the terms of a lease. Don't worry if you rent as a tenant, this doesn't apply to you. We'll still cover disputes with professional advisers who gave you bad advice about land or property.

#### **Finance products**

We won't cover claims if they relate to your personal financial service providers – like banks, insurers or independent financial advisers.

#### **Cars and other vehicles**

We won't cover claims that relate to a car or other vehicle that you own – or one hired or leased by you.



## **G.2 – Employment disputes**

### **What's covered?**

We'll cover the costs of making a claim against an ex-employer. For example, if you were told to leave your job without a good reason, you could make a claim.

### **What's not covered?**

#### **While you're still employed**

We won't pay for someone to represent you in a disciplinary hearing at work or during any other internal procedure at work. We can't help you negotiate a settlement while you're still working for the employer you want to make a claim against.

#### **Injury**

We won't cover a claim relating to you being injured while working. However, you may be able to register a claim under your personal injury cover. You can find details of this cover on page 62.



## **G.3 – Personal injury and death**

### **What's covered?**

If you are injured or die in a sudden accident, we'll cover the costs of a claim against the person or organisation that caused the accident.

### **What's not covered?**

#### **Illnesses and injuries that happen gradually and mental illness**

We can't cover you for illness or injuries that happen over time. We also can't provide cover for psychological harm or mental illness, unless the condition followed a specific physical accident – for example, if you hit your head and suffered issues with your memory afterwards.

#### **If someone takes legal action against you**

If someone makes a claim against you, in relation to a personal injury, then we can't cover a claim.

If you make a claim against someone else, they may make a claim in direct response to yours – which is called a 'counter-claim'. We'll cover the cost of defending such a claim.

#### **Illness or injury caused by medical professionals**

We can't cover claims where you've had medical treatment which caused illness or injury.



## G.4 – Clinical Negligence

### What is covered?

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.

### What is not covered

A claim relating to the following:

- (a) the failure or alleged failure to correctly diagnose your condition
- (b) psychological injury or mental illness that is not associated with you having suffered physical bodily injury.

### Our telephone advice lines

As part of your Bolt On, we offer a number of telephone advice lines, which are provided by our partner DAS Legal Expenses Insurance Company Limited. When you make a call, please tell us that you're a Back Me Up customer and have your subscription number to hand.

We might need to arrange to call you back, and calls may be recorded. We can't be held responsible if the helplines are unavailable for reasons beyond our control, for example if parts of the telephone network have been damaged by a storm.

#### **Legal Advice Service** – 0345 128 7949 – Open 24 hours a day

We'll provide confidential advice on any personal legal issue under the laws of any country in the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

This line is open 24 hours a day, but if your query relates to the law of a country other than the England and Wales, we will only be able to deal with this during normal office hours (9am-5pm Monday to Friday – but not on bank holidays).

#### **Identity Theft Service** - 0344 848 7071 – Open 8am-8pm 7 days a week

If you're a resident in the UK or the Channel Islands, our experts can provide you with detailed advice on what to do if you become a victim of identity theft.

#### **Counselling Service** – 0344 893 9012 – Open 24 hours a day

If you've been distressed we offer a confidential counselling phone line service to help you through. Just so that you know, we won't pay for the cost of referrals to another service.

#### **Health & Medical information service** – 0345 128 7949 – Open 9am to 5pm, Monday to Friday

We can give you information on general health issues, and advice on a wide variety of medical matters. We can also provide details on which health services are available in your area.



**Tax Advice Service** – 0345 128 7949 – Open 9am to 5pm, Monday to Friday  
If you have a question about personal tax matters, our advisers can give you confidential advice about the UK tax system. This line isn't open on bank holidays.

### **How we'll use your personal information**

To provide and administer the legal advice service and legal expenses insurance we must process your personal data (including sensitive personal data) that we collect from you in accordance with our Privacy Policy.

To do so, we may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give you legal advice, we may have to send the information outside the European Economic Area.

In doing this, we will comply with the Data Protection Act 1998. We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime we may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information we hold about you, please write to the Group Data Protection Controller at the below address.

DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

### **Complaints about your Landlord Bolt On**

For details on how to complain about your Landlord Bolt On, please see the complaints section [here](#).



## Section H – Breakdown cover

Our **Breakdown** service is provided by Call Assist on our behalf. So when we use the words “we”, “us” or “our” in this section, we’re talking about Call Assist acting on behalf of Back Me Up. We’ve chosen Call Assist as our partner for **Breakdown** cover because of their great track record in helping customers.

Remember, you’ll only be covered by our **Breakdown** service if you’ve bought this Bolt On. It’s not part of our Core cover.

You can check whether this Bolt On is active by looking at your Dashboard on our website or App.

Please note: you must wait at least 24 hours after buying the Breakdown Bolt On before you can call out our breakdown team.

And remember, you can make a maximum of six callouts in a 12-month period, up to a total value of £15,000. If we’ve already paid that much out in the last 12 months, then we can’t arrange any more callouts until the start of the next year, unless you pay for assistance.

Just to be clear, the 12-month period is 12 months from the date you start your **Breakdown** Bolt On subscription. So, for example, if you start your **Breakdown** Bolt On subscription on 1<sup>st</sup> August 2016 and make six callouts by 1<sup>st</sup> December 2016 you won’t be able to make any further callouts until 1<sup>st</sup> August 2017, unless you pay for assistance.



## **How your cover works**

Our **Breakdown** cover is designed to support you if you're travelling in a car or van, or on a motorbike, and it breaks down. The vehicle must weigh less than 2.5 tonnes – including anything it's carrying. We're there to cover you even if you're just a passenger. But we won't be able to help if you're travelling in a larger vehicle like a minibus or a lorry.

We'll provide a roadside repair and/or a recovery service if the vehicle breaks down because of a mechanical or electrical problem, or if a tyre is punctured or the vehicle has run out of fuel. You're also covered if the vehicle has been filled up with the wrong type of fuel, or if it won't start because of a flat battery. We will even cover electric vehicles.

You must make sure we've agreed to pay a claim if you're spending money up front. This is particularly important if you're claiming for alternative transport or emergency overnight accommodation. If we don't agree in advance, we might not be able to pay your claim.

If we pay out a claim and then realise we've paid for something not covered, we may ask you to pay us back.

## **Where am I covered?**

You're covered while travelling within any part of the UK, the Channel Islands or the Isle of Man.

## **When am I not covered?**

You're not covered if the vehicle is being used for any professional purpose. To be clear, we'll cover company cars, but not any vehicle that's being used, for example, as a taxi or by a courier service. We also can't cover hired vehicles, or any vehicles involved in races or other competitions.

You must make sure that the vehicle you're travelling in is well-maintained. If our recovery operator believes that the vehicle is not roadworthy because it hasn't been taken care of, then unfortunately we'll have to decline your claim.

## **Garage repairs**

Please also bear in mind that any repairs at a garage will be under a separate agreement between you and them. If their repairs don't fix the vehicle, then you should contact the garage and ask for the work to be carried out again.



**If we don't have your details yet**

When you call for help, usually we can verify your Back Me Up details immediately. But if we're not able to do this, we may need to take your credit or debit card details and "freeze" the amount of money in your account that we need to cover the service we're providing. We'll only actually take the money from your account if we find out you're not a Back Me Up customer – for example, if your Bolt On has been cancelled.

Once we've had confirmation you're a customer, we'll release the money back to you the next working day.

**Drivers sometimes need a break**

Professional drivers can only drive for a certain number of hours before taking a break – it's the law. So your mechanic might have to stop for a while or change over with another driver while transporting your vehicle.

We know that you'll want the journey to be over, but please be patient – it's for everybody's safety.

**Roadside Assistance & Recovery**

If the vehicle you're travelling in breaks down, we'll send someone to the roadside. Sometimes that will be a mechanic who will try to fix the problem there and then. But if we think, from what you've told us, that the problem probably can't be fixed at the roadside, we'll arrange for someone to come and tow it away. We'll cover the callout and mileage costs. And we can even send help to your home address.

If we can get you back up and running at the roadside, then we won't also pay for the vehicle to be towed to a garage or for any onward transport. If we have to make a temporary repair, we'll still advise you to have your car checked by a garage as soon as possible to make sure it's safe to drive.

You can make a maximum of six callouts in a year. And if you cancel a callout after we've already sent someone to you, you'll lose one of your six callouts for the year.

If we've sent someone out and you don't wait for them, and your vehicle breaks down again within 12 hours, you'll have to pay for the previous callout before we send someone else to help.

**When the problem can't be fixed at the roadside**

If the problem can't be fixed at the roadside, we'll arrange and pay for the vehicle – as well as you and up to seven passengers – to be taken to the nearest garage which can carry out the repairs.

To be clear, we'll pay for the tow, but you'll have to pay for any further repairs at the garage yourself.

**When the problem can't be fixed in the same working day**

If the repair can't be made on the same working day, or it's not possible to take you to a garage, we'll arrange and pay for you, the vehicle, and up to seven passengers to be taken back to your home address. If it's closer and you'd prefer it, we can take you to wherever you were heading in the UK before you broke down.

If you're at home when the breakdown happens, we can only take you on to the nearest suitable repairer – or somewhere that's closer to your home than the repairer.

Wherever we take the vehicle, it will be up to you to make sure it's safe and secure once the mechanic has left you. If we take your vehicle to a garage, you must arrange to pick it up and take it home yourself. And you'll have to pay for any repairs at the garage yourself.

If our recovery operator decides that your vehicle can't be repaired at the roadside, and needs to be taken to a garage, you don't have to take their advice. But you'll have to pay for any alternative arrangements you decide to make.

**If the vehicle is beyond repair**

If it will cost more to transport the vehicle than it's worth, we might offer to pay you the market value of the vehicle as well as your transportation costs home. You'll need to apply for a Certificate of Destruction from the DVLA and give us that. You'll also need to pay for any storage costs while you're waiting for your Certificate to be issued.

If you don't want us to do that, we can transport the vehicle to your home or the original journey destination. If the cost of this is more than the market value of the vehicle, you'll need to pay us the difference.

**Getting you to your destination**

If your vehicle has been taken to a garage and can't be repaired on the same day, we'll either pay for you to continue your journey or we'll pay for some overnight accommodation. We'll discuss these options with you over the phone.

We'll pay up to £250 towards the reasonable cost of continuing your journey – either by public transport, taxi, or by hiring a car.

If you decide to hire a car, we'll only cover you to rent one with an engine of up to 1600cc, and we won't pay for your fuel, oil or car insurance.



Once you've made it to your destination, we'll also pay up to an extra £100 towards the reasonable cost of one person coming back to collect the car from the garage at which it's being repaired.

The breakdown must have happened more than 20 miles from your home address for you to be able to claim under this part of your cover.

### **Emergency Overnight Accommodation**

If your vehicle needs to be taken to a garage, and can't be repaired the same day, we'll either pay for you to continue your journey or we'll pay for some overnight accommodation, such as a hotel. We'll discuss these options with you over the phone.

The most we'll pay for someone travelling alone is £150. If you've got passengers, we'll pay up £75 per person for one night's accommodation – and we'll cover to pay for you as well as up to seven passengers.

The most we'll pay for any claim for accommodation is £500. So if you do have seven or eight people in your group, bear in mind that you'll need to find accommodation for less than our nightly per person limit of £75. Or, if that's not possible, you can make up the difference yourself.

The breakdown must have happened more than 20 miles from your home address for you to be able to claim under this part of your cover.

If you stay somewhere overnight, we'll pay for breakfast for you and your passengers the next morning, this included within the above limits. But we won't pay for any other meals, drinks or expenses like telephone calls.

### **Caravans and Trailers**

If the vehicle you're in is towing a caravan or trailer with a standard towing hitch, we'll recover that along with the vehicle at no extra cost.

However, we can't offer this service if your caravan or trailer is more than 7 metres (23 feet) long (not including the A frame and hitch) – or if there's been a breakdown or accident involving the caravan or trailer itself.

### **Keys**

If you lose your keys, lock them inside the vehicle, or break them, we'll cover the callout and mileage costs to help you out. We'll either arrange for your car to be taken to a suitable repairer, or to your home address if it's closer and it's the option you prefer.

### **Message Service**

If you don't have a phone, or you've run out of battery, we can pass on up to two messages to your family or workplace to let them know what's happened.



### **Transporting animals**

We may be able to transport animals travelling with you as part of our service. But this is up to the Recovery Operator who we send out. If they decide it's not safe to take the animal, or that it will cause a problem for their next passengers (for example, if your dog has been rolling in mud), then they're allowed to say no.

If they can't transport your animals, we'll try to help you arrange an alternative – but you'll have to cover the cost.

### **What's not covered?**

#### **Claims that don't relate to breakdowns**

This cover provides protection if a vehicle breaks down. It doesn't provide cover for things like car accidents, theft, broken glass or fire.

Likewise, we won't pay a claim for any costs you'd have paid out even if you hadn't broken down.

And if your vehicle breaks down, we can't compensate you for money you've lost because you couldn't get to work or got a parking fine. We also can't pay claims to cover the cost of missing transport, such as a train or plane, or an event you were supposed to go to. If, for example, you missed a train to a music festival because of a breakdown, we couldn't pay you to cover either your train or festival ticket. There may however be cover available for this under your **Travel**, which forms part of your Core cover.

We won't cover you for costs such as food (other than breakfast when overnight accommodation is provided), drink, telephone calls or other similar expenses.

#### **Claims you make without our agreement**

If you don't make a claim before you spend money on breakdown assistance, and then call us later, we won't be able to pay your costs.

#### **The vehicle isn't roadworthy, is illegal to drive, or is overloaded**

We can't pay a claim if the vehicle hasn't been maintained properly, and that has led to it breaking down. The vehicle should be regularly serviced and you must make sure it has proper levels of oil and water at all times.

We also can't pay a claim if the vehicle is illegal to drive on the road – for example, if it isn't taxed or is uninsured. And if you've overloaded the car or it's carrying more passengers than it was designed to, we won't be able to help you.

#### **You don't have the necessary spare parts and tools**

If you need to have a wheel changed, you'll have to cover extra costs if you don't have a spare wheel, in good condition, in your vehicle, along with the necessary equipment like an appropriate jack and tools for removing the wheels.



If your vehicle has no space for a spare wheel or the related equipment, for example if you're riding a motorcycle, that's fair enough and we won't charge you the extra costs. And if it didn't come with a spare wheel but has a puncture repair kit, that's fine too.

### **Specialist equipment and extra help**

We can't cover the costs of using specialist equipment such as winches or cranes if we can't use normal equipment. The use of specialist equipment is occasionally required because the vehicle is not between the kerbs, it has modifications, or nearby obstructions are preventing the usual method of recovery.

Extra manpower and extra recovery vehicles are also not covered, so you'll have to cover the cost of this yourself.

### **Towing the vehicle when it's not broken down on the road**

If the vehicle has to be towed out of snow, mud, sand, water, ice or a flood, then the recovery distance you can be taken is limited to 10 miles. If you need to go further than this, you'll have to cover any extra mileage charges yourself.

### **Recurring problems**

This Bolt On isn't designed to cover you for recurring problems. If we've helped you get on your journey after a problem is detected, but the Recovery Operator told you that it was only a temporary fix, we'd expect you to get it fixed at the next reasonable opportunity.

For that reason, we won't cover you for any callouts that are related to claims made within the last 28 days. If we send someone out and it turns out the problem is related, you'll have to pay the callout costs. But if the Recovery Operator told you (for example) that the repair was temporary but would last for two weeks, and you broke down after a week because of the same problem, we'd cover you for that.

And if the Recovery Operator has told you that the repair is permanent, but the problem comes back, you'd be free to make a new claim.

### **Parts and labour**

We won't pay for the cost of any parts, components or materials used to repair the vehicle. The labour costs we cover are limited to half an hour roadside labour. You'll need to pay any extra costs straight away.

### **If you owe us money**

If you owe us money after a previous claim, we can't help you until you settle your bill.

**Contaminated fuel**

Although we can help you if you put the wrong type of fuel in your car – for example, diesel instead of unleaded – we won't cover the cost of draining or removing fuel that has been contaminated in any way.

**Storage charges**

We won't cover the cost of storing your vehicle. If, for example, a garage has your vehicle and you don't pick it up when you should, they might charge you extra for looking after it for longer. We wouldn't cover that.

**Damage, loss and injury caused by us**

We won't pay a claim if the vehicle is damaged or if you or another passenger become(s) injured because of something we, or our Recovery Operators have done. Of course, if the damage or injury has been caused by us or our Recovery Operator acting negligently then you may be able to claim compensation from us or them, but this would not be a claim under your Back Me Up insurance and so would not be subject to the process or limits set out in this Cover Plan.

We also won't pay if personal possessions are lost during the course of assistance. Please make sure these are removed from the vehicle before it is towed.

**Intentional damage**

If you've damaged the vehicle intentionally, we won't send someone out to repair it.



**The following all apply to both The Core Cover and any Bolt Ons you have taken.**

## **5. How your monthly Back Me Up Subscription works**

Your Back Me Up subscription will automatically continue each calendar month. This means that if you got backed up on the 3<sup>rd</sup> of March, it would continue automatically on the 3<sup>rd</sup> of April. If you purchase a Bolt On part way through a month of your Back Me Up subscription the cover will run until the next payment date following which it will continue automatically on the same date as your subscription.

If you took Back Me Up out on a day that does not exist in the next calendar month, your subscription would continue on the last day of the month (for example, if you got Back Me Up on the 31<sup>st</sup> of August, it would continue on the 30<sup>th</sup> of September, followed by the 31<sup>st</sup> of October).

### **Paying for your subscription**

By signing up to Back Me Up, you have agreed to pay for your subscription with a recurring payment from your credit or debit card. This means we'll collect the payment on the same day each month.

This is NOT a Direct Debit and you can cancel the recurring payment by telling us and/or your card provider. If your card expires, you'll need to update it through the website or App.

If we don't receive a payment, we'll email you to tell you and give you seven days to make this missed payment. If we don't hear from you and are unable to collect the payment, your Back Me Up subscription will be cancelled back to the date the payment was due. For example, if you took Back Me Up on 2<sup>nd</sup> June and the payment for the 2<sup>nd</sup> July was unsuccessful, we would email you on the 2<sup>nd</sup> of July to let you know; if we didn't hear from you before the 9<sup>th</sup> of July, the subscription would be cancelled back to the 2<sup>nd</sup> of July.



## **If anything changes, we need to know right away**

It's really important that all the information we hold about you is up to date. If it isn't we might not be able to pay a claim.

### **The great news is that we won't charge you any fees for making changes.**

Please tell us about any change to your address or name. Just update your profile using our App.

You were also asked to declare that you complied with several statements when you joined Back Me Up. If your circumstances change and you can no longer comply with any of these statements – we would need to know straight away as it may impact whether we can continue your subscription with us and our ability to pay your claim.

If you just want to change one of your **Stuff x3**, you can also do that through our App. Upload the details (and a picture) of the new item you want cover for, and mark which item you want taken off the list.

We'll remove the old one from your **Stuff x3** cover and you'll be covered for your new item immediately.

## **Changes to the amount you need to pay or your subscription**

We want to keep our prices as low as possible. But sometimes increases may be necessary, for example if the Government decides to increase Insurance Premium Tax. Sometimes we need to change the terms and conditions of your subscription too.

If we have to change your price, we will always give you 60 days notice. You would of course be able to cancel without any cancellation charges before the new price came into effect.

If we need to change the wording or any of the cover limits of your Back Me Up subscription, again we would make sure you have at least 60 days notice.





## 6. How to cancel your Back Me Up Subscription

You can cancel your Back Me Up subscription at any time, though what happens depends on when you cancel.

### **Cancelling within the first 14 days**

If you cancel your Back Me Up subscription within 14 days of the date on which you join Back Me Up, we'll refund you any money you've already paid us for the days you haven't used – as long as you haven't made a claim. Cancelling a Bolt On works the same way and the 14 days starts when you purchase the Bolt On.

So, for example, if you took Back Me Up out on the 1<sup>st</sup> of January and cancelled on the 10<sup>th</sup> of January, you'd get a refund back for 21 days of cover.

You can cancel your cover immediately or tell us you want it to end at the next payment date.

Although your Back Me Up subscription will continue automatically every month, you won't get 14 days at the start of every month to change your mind – only in the first month you're with us.

If you leave Back Me Up and decide to come back in the future, then you'll have an initial 14-day period again in which to change your mind.

### **Cancelling after the first 14 days**

If you cancel your Back Me Up subscription any time after the first 14 days, you won't get any money back.

Once you've paid your premium, you're insured for the whole month. So if you cancel during the month, your cover will continue until the end of the month anyway. This also applies to the Bolt Ons.

You can cancel your Back Me Up subscription using our website or App.

### **Our right to cancel your Back Me Up subscription**

We can cancel your Back Me Up subscription immediately if we suspect you have committed fraud. Please see our Fraud section on page 6 for further details.

We will also cancel your subscription immediately if you use threatening or abusive language or behaviour towards our staff or suppliers.

If your circumstances change and you are no longer eligible to have Back Me Up, your subscription will end at the payment date following this change. This would include if you turn 50 (because Back Me Up only covers you up to this age).

We would also cancel your subscription if you fail to make payment – see "Paying for your subscription" for more details.



In addition, we can cancel your subscription, or any Bolt On, if we decide to stop selling the Back Me Up product or Bolt On by giving you 60 days notice. If you have booked a trip before we tell you about the cancellation, for which you were intending to use the Back Me Up **Travel** cover or the **Adventure** Bolt On, then we will delay cancellation until after your return, provided that your trip is within 6 months of the date we tell you. We will ask you to send us confirmation of the booking in these circumstances.

### **Stuff x3 Claim Limit**

If we have paid 3 claims within 12 months under **Stuff x3**, we will assess whether we can continue to accept the risk of covering you. We will not continue your cover if the circumstances of the claims indicate that you are not taking reasonable care of your possessions or of your own safety.

If we do decide to end your cover for this reason we will give you at least 14 days' notice.

## **7. How to let us know you're not happy**

We'll always aim to give you the best service possible. If something goes wrong, we want to sort it out as quickly as possible. But if you feel our service wasn't up to scratch we want to hear about it.

When you let us know you're still not happy, we'll assign you a member of our team who will log and investigate your complaint. They'll be your main point of contact with us.

### **You can complain to us in one of three ways**

Please quote your Back Me Up subscription number when you make your complaint.

- **Give us a ring:** 0345 128 7932 between 9am and 6pm Monday-Friday
- **Drop us an email:** [complaints@Back Me Up.co.uk](mailto:complaints@BackMeUp.co.uk)
- **Send snail mail to:**

Back Me Up Complaints Team  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
SO53 3YA

We will try to resolve your complaint within three business days and send you a summary resolution letter. If we are unable to resolve your complaint, we will contact you within five working days of receiving your complaint to let you know what we are doing to fix the problem and the timeframe by which you can expect our final response.

If your complaint is about the Legal element of the **Travel** cover or the **Landlord** Bolt On you can find this information here below:



- **By post:**  
DAS Customer Relations Department  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH
- **By phone:**  
You can call DAS on 0344 893 9013. The lines are open 9am to 5pm, Monday to Friday (not including bank holidays).
- **By email:** [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

If DAS can't resolve your complaint by itself, it can also offer the services of an independent barrister, who will be chosen jointly between you and DAS.

If a decision on who to appoint can't be made, or there's a disagreement, we'll ask the Chartered Institute of Arbitrators to decide who to appoint.

This barrister will mediate, meaning that they'll try to find a solution that's suitable for both you and DAS. If you choose to go down this route, to try and solve the problem, this won't affect your right to take your complaint on to the Financial Ombudsman Service.

#### **If we haven't solved your complaint**

If you have complained to us about something and we've responded, we hope you're happy with the outcome.

If you're not, you have the right to take your complaint to the Financial Ombudsman Service (and it'll cost you nothing). But you can only do so after we have sent you either our summary resolution or final response letter, or if eight weeks have passed since your initial complaint. But you must do so within six months of the date of the summary resolution or final response letter.

Taking your complaint to the Ombudsman doesn't affect your right to take legal action. If you decide to take up a legal case against us, the law of whichever part of the UK you live in is the law that applies to this contract. Or if you live in the Channel Islands or the Isle of Man, it's the law of whichever of those two places you live.

You can call the Ombudsman on 0800 023 4567

#### **Or send a letter to:**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR



Their email address is: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service will not have our permission to consider your complaint and will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

**Financial Services Compensation Scheme (FSCS)**

Ageas Insurance Limited (trading as Back Me Up) and DAS Legal Expenses Insurance are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under your Back Me Up cover, your subscription will still be valid, and you may also be entitled to compensation from the Financial Services Compensation Scheme.

The FSCS would handle any claims you made if we were unable to take care of them. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.



## 8. How we look after your personal information

Please be aware that all references to 'us', 'we' and 'our' in the following section (Your information and what we do with it) only, refer to both Back Me Up and your insurer Ageas Insurance Limited:

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Notice, please go to [www.backmeup.co.uk](http://www.backmeup.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](mailto:thedpo@ageas.co.uk).

### Collecting your information

We collect a variety of information about you, such as:

- your name, address, contact details and date of birth
- information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions
- your claims and credit history
- any criminal offences
- information about your use of our website such as your IP address which is a unique number identifying your computer
- special categories of personal information (previously known as 'sensitive personal information'), such as details regarding your health.

This information is necessary for us to be able to provide you with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- you or someone connected with you, as well as publically available sources of information like social media and networking
- third parties' databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us
- price comparison websites, if you have used them to obtain a quotation for a policy.

### Using your information

We use your personal information and/or special categories of personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you. These uses include:

- providing you with services relating to an insurance quotation or policy, for example
  - assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records



- managing your insurance policy including claims handling and issuing policy 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.

- where we believe we have a justifiable reason to do so, such as
  - keeping information about your current and past policies
  - preventing and detecting fraud, financial crime and anti-money laundering
  - carrying out processes such as research and analysis which may include computerised processes that profile you
  - providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them
  - recording and monitoring calls for training purposes
  - contacting you if you fail to complete an online quotation to see if we can offer you any help with this.

Please note that if you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

### **How we contact you about our products and services**

We may contact you via post, email, SMS, telephone and/ or digital methods like social media and online advertising, unless you have said you do not want us to, in order to let you know about our products and/or services which may relate to your general insurance needs. To assist us with this, we may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.

We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf. Should you no longer want us to contact you about our other products and services, just let us know by either:

- writing to our Data Protection Officer at the address on the previous page or
- calling us – 0345 234 0117

### **Use of your personal information when using our websites and email communications**

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our website.



## Sharing your information

We share your information with a number of different organisations such as:

- other companies or brands within the Ageas group
- other insurers, business partners, agents or carefully selected third parties providing a service to us or on our behalf
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where we have a duty to or are permitted to disclose your personal information to them by law
- fraud prevention and credit reference agencies
- third parties we use to recover money you may owe us or to whom we may sell your debt
- other companies when we are trialling their products and services which we consider may improve our services to you or our business processes.

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

## Keeping your information

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal and regulatory obligations. Please see our full privacy notice on our website for more details.

## Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the EEA unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

## Dealing with others acting on your behalf

We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.

## Your rights

You have a number of rights in relation to the information we hold about you, including:

- asking for access to and a copy of your personal information
- asking us to correct, delete or restrict or you can object to the use of your personal information
- withdrawing any previously provided permission for us to use your personal information
- complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.



Please note that there are times when we will not be able to delete your information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

*Back Me Up is a trading name of Ageas Insurance Limited. Registered office: Ageas House, Hampshire Corporate Park, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales 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. Insurance from Back Me Up is not available in the Channel Islands or the Isle of Man.*

*DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.*

*Our legal advice is provided by DAS Law Limited, which is registered in England & Wales with company number 5417859 and authorised and regulated by the Solicitors Regulation Authority.*