



Back Me Up

Fully Flex

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

Contents	Page
1. <a href="#">How you're Backed Up</a>	4
2. <a href="#">Step-by-step guide to making a claim</a>	7
3. <a href="#">What Back Me Up does and doesn't cover</a>	12
4. <a href="#">How Fully Flex works</a>	13
• <a href="#">Section A – My Stuff</a>	13
• <a href="#">Section B – Landlord Bolt on</a>	18
• <a href="#">Section C – Breakdown Bolt on</a>	31
5. <a href="#">How your monthly Back Me Up subscription works</a>	41
6. <a href="#">How to cancel your Back Me Up subscription</a>	43
7. <a href="#">How to let us know you're not happy</a>	45
8. <a href="#">How we look after your personal information</a>	48

# 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 your Key Facts. You can find this guide in the **My Documents** section 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.

Also, we've developed a brilliant and active community, supported by us, where you can ask any question and find a solution to fit your needs.

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.



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.

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 **My Stuff** cover because of accidental damage, loss and theft.

## 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.
- under the **My Stuff** 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.
- **If the single item insured is valued over £1000 we will only be able to pay up to £1000 per claim unless you have taken out additional cover, please see the table on page 8 for further details.**

## 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," "us" or "our" in your Back Me Up subscription.

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 Key Facts is a document containing 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 Key Facts 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 all claims you just pay £50 and we'll sort the rest.

For example, if you make a claim for repairs to your **My Stuff** item, 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.

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.

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 this Fully Flex wording.

## 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 – My Stuff

We know how frustrating it is when the things you normally rely on are out of action or have gone astray. So if your **My Stuff** item (or more than one, if you took Stuff x2, x3 or x4) 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 (up to the value of the claim limit).

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 **My Stuff** item up to the following total value, depending on the level of cover you have chosen:

My Stuff		
Level of cover	Number of items covered	Maximum Claim Limit
Stuff x1	1	£1000
Stuff x2	2	£2000
Stuff x3	3	£3000
Stuff x4	4	£4000



Please note that these limits are for all claims in relation to My Stuff per month of cover. For example, if you had **Stuff x1** and made a claim for the full £1000, you could not make another claim for this item until the following month of your subscription.

## How to make a claim – Landlord Bolt On

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

## 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.
- 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.
- 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 your **My Stuff** item) and it had important data relating to your work stored on it. We'd pay to replace the phone under your **My Stuff** 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 – My Stuff

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

Change your **My Stuff** 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 **My Stuff** items 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 **My Stuff** items 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.

You have a choice of cover levels to make sure you only pay for the number of items you want cover for:

My Stuff		
Level of cover	Number of items covered	Maximum Claim Limit
Stuff x1	1	£1000
Stuff x2	2	£2000
Stuff x3	3	£3000
Stuff x4	4	£4000

You can chose to increase or decrease your cover levels as you need to, just like our Bolt Ons.

We'll pay for repairs, replacements or pay you to cover an item's value (up to the maximum claim limit) 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. We will pay up to the amount shown in the table above, dependant on the level of cover you have chosen:

Note that this is the most we will pay out in a single month or per claim. For example, If we paid out £1000 to you during one month, under **Stuff x1**, we wouldn't be able to pay any new claims until the start of your next month of cover.

## What's covered?

### Accidental Damage

If your **My Stuff** item is accidentally damaged, we'll organise repairs, supply replacements, or pay you to cover their value up to the claim limit.

If only part or parts of your **My Stuff** item is damaged, we'll only replace or repair the broken bits.

### Intentional Damage

If your item under **My Stuff** is 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 up to the claim limit..

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 your **My Stuff** item is damaged, we'll only replace or repair the broken bits.

### Loss and theft

If your **My Stuff** item is stolen or lost, we'll pay for replacements or pay you to cover the cost of the stolen item. 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 your **My Stuff** item is capable of making calls, sending messages, or downloading data, other people could use it 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 your **My Stuff** item somewhere unattended and it's 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 your **My Stuff** item somewhere unsecure.

When we say "unsecure", we mean not locked away and out of sight. For example, we wouldn't pay if you left it on the driver's seat of your car and someone broke in while you were on the beach. But if the item was 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 your **My Stuff** item, 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 **My Stuff** cover is designed to cover your item – 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 your **My Stuff** item in with a carrier or airline, they are no longer covered by Back Me Up. If something were to happen to your item whilst in their care, you may be able to claim from the carrier themselves.

## Items not covered

We will only cover an item under **My Stuff** if it fits into one of our categories and up to the value of the claim limit, 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.

## How many claims can I make?

If we have paid 3 claims within 12 months under **My Stuff**, 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 – 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 for private individuals renting a property 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 46.
- 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.

## **B.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.

## **B.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 27.

## B.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.

## B.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 C – 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> January 2017 and make six callouts by 1<sup>st</sup> August 2017 you won’t be able to make any further callouts until 1<sup>st</sup> January 2018, 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.

## **What's covered?**

### **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 to £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.

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 My Stuff 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 **My Stuff** items, 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 **My Stuff** 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, or on the community.

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.

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.

## 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@BackMeUp.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 **Landlord Bolt On** you can find this information 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

When you take out Back Me Up cover, we ask you to share lots of your personal information – such as your name, address and date of birth.

We're committed to protecting that information and will only share it with other organisations when we need to as an essential part of the service we provide to you.

### How we use your information

The main reason we need your personal information is to arrange and manage your cover.

We may also need to share your information with other companies such as another member of the Ageas group, insurers, reinsurers, credit checking agencies or organisations that have a specific role laid out in law, such as the Financial Conduct Authority or anti-fraud agencies. This could be because they're helping to manage your cover, prevent fraud or settle a claim.

We may use your personal information – including information about how you use our products and services – to carry out research and analysis and to manage and develop our business.

Finally, the personal information we collect from you may be transferred to, and stored and processed outside of the European Economic Area. By submitting your personal information you are agreeing to this taking place. When we do this we will take reasonable steps to adequately protect your personal information to the same level as if it had remained in the European Economic Area.



## Contacting you about other products and services

We will only contact you with information about our other products and services if you have given us your permission.

## Dealing with others on your behalf

To help you manage your cover, we will deal with anyone who we believe to be acting for you if they call us on your behalf in connection with your cover. But for your protection, we'll need to speak to you directly if you want to cancel your Back Me Up subscription or change your contact address.

## Further information

In this section, we've explained the main ways that we use your information. But if you'd like to read full details of how we use your personal information, please visit [www.BackMeUp.co.uk](http://www.BackMeUp.co.uk). Or if you would like us to send you a copy, please email us at [contact@BackMeUp.co.uk](mailto:contact@BackMeUp.co.uk)

You're also entitled to receive a copy of any personal information we hold about you. If you'd like us to send you this, or if you want to complain about the way that we use your personal information, please write to us at:

Data Protection Officer  
Ageas Insurance Limited trading as Back Me Up  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
SO53 3YA

Please make sure you tell us your name, address and Back Me Up insurance subscription number. We may charge you a fee of up to £10 for giving you a copy of your personal information.

*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.*