

Asda Van Insurance

Tools in Transit



ASDA money

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Tools in Transit Policy Summary

Introduction

This summary does not describe all the terms and conditions of this policy, so please take time to read the policy document to make sure you understand the cover it provides.

Insurer

This insurance policy has been arranged by Motorplus Limited with Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited. Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Some important facts about your Tools in Transit insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

Your cover is valid for the remaining duration of the policy of van insurance to which this policy is annexed or twelve calendar months from the date of inception of this policy, whichever is the lesser.

Cancellation Right

If you decide that for any reason that this policy does not meet your insurance needs, then please return it to the insurance broker or agent who provided this policy to you within 14 days of issue. On the condition that no claims have been made or are pending, we will then refund your premium in full. If You wish to cancel Your policy after 14 days, provided the premium has been paid in full, You will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address.

Valid reasons may include but are not limited to:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Making a Claim 24/7

If you need to notify a potential claim, please immediately contact our Claims Department as soon as possible:

CALL 0843 227 2452

Please quote "Tools in Transit" in all communications.

REMEMBER The claims line is open 24 hours a day, 365 days a year.

Significant Features and Benefits

This policy provides cover in the event that property belonging to you or for which you are responsible is lost, destroyed or damaged whilst being loaded in or upon, carried by, temporarily housed in or upon, or being unloaded from your vehicle.

The maximum amount payable by the Insurer in respect of any one claim is shown on your policy schedule.

Cover extends to such incidents occurring in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Claims are subject to an excess of £100.00.

Significant Exclusions or Limitations

The policy does not cover:

- Sheets, ropes, packing materials, securing chains or toggles, property warehoused for a rental or under contract for storage or distribution, money, securities, jewellery, watches, furs, cameras, radios, televisions, record players, cassette players or video and other electronic equipment.
- Goods carried for hire or reward.
- Damage caused by inadequate packing.
- Property forming part of or attaching to the insured vehicle.
- Claims where you have failed to check on property left in an unattended vehicle for more than 48 hours;
- Claims that arise from your negligent act.
- Claims for theft from the vehicle unless there is evidence of forcible and violent entry and/or exit.

Vehicle Security Requirements

Unattended Vehicle:

No claim will be admitted for theft from any vehicle not individually attended unless:

- all doors, windows and other openings are left closed securely locked and properly fastened and any additional security measures (e.g. vehicle alarm, where present) have been activated; and
- entry or access to the vehicle has been effected by forcible and violent means.

You must carry out a security check of the unattended vehicle every 48 hours whilst property is contained within it. If you are unable to check the vehicle every 48 hours you must remove the property from the vehicle.

Overnight Requirement

(applicable between the hours of 10:00pm and 6:00am):

No claim will be admitted for theft in respect of property left in or on any unattended vehicle for the night except where such vehicle is protected in accordance with any other vehicle security requirements specified herein and is either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates or if the vehicle is alarmed and is parked on your driveway off-road adjacent to the private house. If you cannot adhere to these conditions, you must park your vehicle:

- in a well-lit area;
- on the same street; and
- clearly visible from the address in which you are residing that night.

If you cannot comply with the above conditions then you must remove your property from the vehicle overnight.

The overnight requirement shall not apply whilst you are undertaking work at a customer's premises between the hours of 10:00pm and 6:00am. The unattended vehicle requirement shall apply at all times whenever your vehicle is unattended.

How to Make a Complaint

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact:

The Nominated Complaints Handler

Qdos Broker & Underwriting Services Limited, Windsor House, Troon Way, Business Centre, Humberstone Lane, Leicestershire LE4 9HA

Tel: 01455 850000

Fax: 01455 841000

Email: compliance@qdosconsulting.com

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the event that Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

We may obtain information about you from credit reference agencies, fraud prevention agencies and similar organisations to enable us to check your credit status and identity. These agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries.

We may also check your details with fraud prevention agencies.

If you provide false or inaccurate information and we suspect fraud, we will record our concerns. We and other organisations may use these records to help make decisions on insurance proposals and claims, prevent fraud, recover debt and check your identity to prevent money laundering.

Under Data Protection legislation, you can ask us in writing for a copy of certain personal records held about you. Please write to Motorplus, Kircam House, Whiffler Road, Norwich NR3 2AL. A charge of £10 will be made.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

Tools in Transit Policy Wording

This insurance Policy has been arranged by Motorplus Limited with Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited. Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Subject to the appropriate premium having been paid the **Insurer** agrees to cover the **Insured** as set out in this Policy.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Important Information

This is **Your** Tools in Transit insurance policy. Please spend some time reading through this Policy to ensure that it meets **Your** requirements. If there is anything **You** do not understand, please contact **Us**. **We** will be happy to assist.

This is a contract of insurance between **You** and Ageas Insurance Limited.

Demands and Needs

This Policy meets the demands and needs of customers who want to insure against the risk of loss or destruction of or damage to portable hand tools or portable power driven tools which are used or required in the course of **Your** business, whilst being loaded or unloaded from or carried in or on the **Insured vehicle**. This Policy will cover **You** up to the amount shown on **Your** Policy Schedule. Motorplus Limited does not make any personal recommendation as to whether this Policy will suit **Your** individual circumstances.

Cancellation Right

If **You** decide that for any reason that this policy does not meet **Your** insurance needs, then please return it to the insurance broker or agent who provided this policy to **You** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. If You wish to cancel Your policy after 14 days, provided the premium has been paid in full, You will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address.

Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Making a Claim 24/7

If **You** need to notify a potential claim, please contact **Our** Claims Department immediately:

CALL 0843 227 2452

Please quote "Tools in Transit" in all communications.

REMEMBER: The claims line is open 24 hours a day, 365 days a year.

Definitions

The words and phrases listed below will have the following meanings wherever they appear in bold in this document:

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to a claim unless specifically stated in this Policy.

Coverholder/We/Us/Our

Motorplus Limited trading as ULR Additions and Qdos Broker & Underwriting Services Limited, who administer and manage this insurance on behalf of the **Insurer**.

Excess

£100.00 being the amount which shall be borne by the **Insured** in respect of each and every claim arising out of any one event.

Insured vehicle

The motor vehicle detailed on the Policy Schedule which is owned and operated or driven by the **Insured**. The vehicle must be insured under a motor insurance policy issued by an authorised UK motor insurer, in respect of compulsory insurance requirements set out by the Road Traffic Act 1988 (and amendments).

Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited.

Insured/Insured's/You/Your

The private individual, company, firm, partnership, or trading individual named on the certificate of motor insurance to which this "Tools in Transit" Policy is annexed.

Period of Insurance

The duration of this policy as shown on **Your** policy schedule.

Money

Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Savings stamps and certificates, holiday saving stamps, luncheon vouchers, credit, Company sales vouchers, VAT, purchase invoices, prize bonds, bills of exchange, giro, cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers, credit cards and cash dispenser cards.

Property

Portable hand tools or portable power driven tools which are used or required during the course of **Your** insured business activities within the **Territorial limits**.

Temporarily housed

Property not permanently stored within **Your** vehicle.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Sum Insured

The maximum amount payable by the **Insurer** in respect of any one claim and in aggregate for all claims made during any **Period of Insurance** as shown on **Your** policy schedule.

This Policy Will Cover

The **Insurer** will by payment (or at the **Insurer's** option by repair reinstatement or replacement) indemnify the **Insured** (subject to evidence of purchase) if any part of the **Property** be lost destroyed or damaged within the **Territorial limits** during the **Period of Insurance**.

Property is insured only whilst being loaded in or upon, carried by, temporarily housed in or upon, or being unloaded from an **Insured vehicle**.

The liability of the **Insurer** in respect of any claim arising out of any one event shall not exceed the **Sum Insured**.

The **Insured** must, at their own expense, take all reasonable precautions to prevent any loss or destruction of, or damage to property which may give rise to a claim against this Policy.

This Policy Will Not Cover

The **Insurer** shall not be liable for:

1. the **Excess** which is payable by the **Insured**;
2. loss of market, loss of profits, delay, or any **Consequential Loss**;
3. loss of sheets, ropes, packing materials, damaged securing chains or toggles;
4. **Property** warehoused at a rental or under a contract for storage and distribution;
5. **Money** and securities;
6. jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video and other electronic equipment;
7. personal belongings of the **Insured** or of any vehicle drivers or attendants;
8. **Property** carried by or dispatched by the **Insured** for hire or reward;
9. damage to **Property** arising as a result of packing which was inadequate to withstand normal handling during transit;
10. damage caused to **Property** in open vehicles owned or operated by the **Insured** caused by atmospheric or climatic conditions unless the **Property** is protected by vehicle sheets;
11. damage to **Property** caused by or arising from wear and tear, depreciation, deterioration, mildew, moth, vermin, manufacturer's defect, mechanical or electrical breakdown, failure or derangement unless external damage has occurred;

12. **Property** forming part of or attaching to the **Insured vehicle**;
13. claims where **You** have failed to check on **Property** left in an unattended vehicle for more than 48 hours;
14. claims that arise from **Your** negligent act;
15. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority;
16. damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to or arising from:
 - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - the radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes;
17. damage to **Property** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
18. terrorism; or, steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this exclusion "terrorism" means any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious ideological or similar nature. If the **Insurer** asserts that any loss damage liability or expense is not covered by reason of this exclusion it shall be for the **Insured** to prove the contrary.

Conditions

1. Vehicle Security Requirements

Unattended Vehicle:

No claim will be admitted for theft from any vehicle not individually attended unless:

- all doors, windows and other openings are left closed securely locked and properly fastened and any additional security measures (e.g. vehicle alarm, where present) have been activated; and
- entry or access to the vehicle has been effected by forcible and violent means.

You must carry out a security check of the unattended vehicle every 48 hours whilst **Property** is contained within it. If **You** are unable to check the vehicle every 48 hours **You** must remove the **Property** from the vehicle.

Overnight Requirement (applicable between the hours of 10:00pm and 6:00am):

No claim will be admitted for theft in respect of **Property** left in or on any unattended vehicle for the night except where such vehicle is protected in accordance with any other vehicle security requirements specified herein and is either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates or if the vehicle is alarmed and is parked on **Your** driveway off-road adjacent to the private house.

If **You** cannot adhere to these conditions, **You** must park **Your** vehicle:

- in a well-lit area;
- on the same street; and
- clearly visible from the property in which **You** are residing that night.

If **You** cannot comply with the above conditions then **You** must remove **Your Property** from the vehicle overnight.

The overnight requirement shall not apply whilst **You** are undertaking work at a customer's premises between the hours of 10:00pm and 6:00am. The unattended vehicle requirement shall apply at all times whenever **Your** vehicle is unattended.

2. Assignment

This Policy is between and binding upon the **Insurer** and the **Insured** and their respective successors in title. However, the Policy may not be otherwise assigned by the **Insured** without prior written consent.

3. Fraud

If **You** make any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false, this Policy shall become void and any premiums paid hereunder shall be forfeited and we shall be entitled to recover any monies previously paid.

4. Governing Law

Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

Claims Conditions

1. If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on their behalf to obtain any benefit under this Policy or if any damage is occasioned by the willful act or with the connivance of the **Insured**, then the policy shall become void and any premiums paid hereunder shall be forfeited and the **Insurer** reserves the right recover any monies previously paid. **We** may also share this information with the appropriate law enforcement authorities.
2. On the discovery of any circumstance or event which may give rise to a claim under this Policy the **Insured** shall:
 - a. notify the **coverholder** by calling 0843 227 2452 as soon as possible.
 - b. give immediate notice to the police in respect of damage caused by malicious person or thieves if insured by this Policy.
 - c. in the case of damage caused by riot or civil commotion, notice of such damage must be immediately notified to **Us** and no later than seven days from the occurrence. If **You** fail to notify **Us** of such damage within seven days of the riot or civil commotion which led to the damage occurring, then **We** have the right to refuse to pay **Your** claim.
 - d. provide to the **Insurer** at **Your** own expense;
 - full information in writing of the claim;
 - details of any other insurance relating to the claim;
 - all such proofs, information, explanation and other evidence (including the production of articles alleged to be damaged) as may be reasonably required; and
 - if demanded - a statutory declaration of the truth of the claim and of any matter connected with it.
3. No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with.
4. The **Insured** shall at the **Insurer's** request and expense, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon the **Insurer** paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the **Insurer** indemnifies the **Insured**.
5. If at the time of any claim there is any other insurance covering the **Insured's** interests in the **Property** the **Insurer's** liability under this Policy shall be limited to any **excess** over the sum recoverable or which but for the existence of this Policy would be recoverable under such insurance.

6. Any difference under this Policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the **Insurer**. Any claim for which the **Insurer** has disclaimed liability shall for all purposes be deemed to have been abandoned and not recovered thereafter unless referred to arbitration under these provisions within one year from the date of such disclaimer.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Leicestershire
LE4 9HA

Tel: 01455 850000
Fax: 01455 841000
Email: compliance@qdosconsulting.com

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR.

Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme in the event that Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

We may obtain information about **You** from credit reference agencies, fraud prevention agencies and similar organisations to enable **Us** to check **Your** credit status and identity. These agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries.

We may also check **Your** details with fraud prevention agencies.

If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record **our** concerns. **We** and other organisations may use these records to help make decisions on insurance proposals and claims, prevent fraud, recover debt and check **Your** identity to prevent money laundering.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. Please write to Motorplus, Kircam House, Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

TOLA 0005 S (QUW-INS-POL36-5-0314)
3806ASDAVI 260314

Contact Information

Website: www.asda.com/money

Customer Services: 0845 125 2868

Car Insurance	0800 988 0943	Lines open 8am to 8pm Mon-Fri, 9am to 5pm Sat, 10am to 4pm Sun.
Bike Insurance	0844 409 7184	Lines open 9am to 7pm Mon-Fri, 9am to 4pm Sat.
Home Insurance	0800 988 0950	Lines open 8am to 8pm Mon-Fri, 9am to 5pm Sat, 10am to 4pm Sun.
Advised Life Cover	0800 804 6816	Lines open 8am to 8pm Mon-Fri, 9am to 6pm Sat.
Over 50's Life Cover	0800 202 8164	For text phone please dial 18001 first. Lines open 8am to 8pm Mon-Fri, 8.30am to 7.30pm Sat, 10am to 6pm Sun.
Travel Insurance	0800 519 9951	Lines open 9am to 8pm Mon-Fri, 9am to 6pm Sat.
Travel Money	0845 900 0955	Lines open 8am to 10pm Mon-Fri, 10am to 8pm Sat, Sun & Bank Holidays.
Breakdown Cover	0800 232 1403	Quoting XS01 Lines open 8am to 8pm Mon-Fri, 8am to 5pm Sat-Sun.
Energy Compare & Save	0800 019 7887	Lines open 9am to 8pm Mon-Fri, 9am to 5pm Sat-Sun.
Asda Money Credit Card	0871 704 3366	Lines open 8.30am to 9pm Mon-Fri, 8.30am to 7.30pm Sat, 10am to 6pm Sun.
Pet Insurance	0800 434 6038	Lines open 8am to 8pm Mon-Fri, 9am to 5pm Sat.