Dale Underwriting Partners

Kit & Equipment Insurance

Sports & Leisure

July 2024

LLOYD'S Underwriters

Dale Underwriting Partners

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Dale Underwriting Partners

Introduction & Notices

The Contract

This Sports and Leisure Kit & Equipment Insurance **Policy** is made up of several components which are to be read together as they form **Your** contract of insurance with **Us.** As a legal contract it is important that you take the time to carefully read and understand all parts of the **Policy** to ensure they meet **Your** needs.

If **You** need to need to make any amendments, please contact **Your** insurance broker.

The components of the **Policy** that form **Your** contract with **Us** are:

- This **Policy** wording, containing the Definitions, Exclusions and Conditions which set out what is covered, what is not covered, the conditions applicable and the basis of how claims will be settled
- The **Schedule,** which states the sections of coverage that are operative as well as any additional terms and conditions applicable to this **Policy**
- **Endorsements**, if any

Words written in **bold** have special meaning and are defined within the Definitions section of this **Policy.**

Please keep this **Policy** in a safe place; **You** will need to refer to it if **You** have to make a **Claim**.

Information you have given us

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied upon the information **You** have given to **Us.** **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

You must provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk, including every material fact **You** (and **Your** senior management and those responsible for arranging this insurance) know, or ought to know following a reasonable search. **You** must take care not to misrepresent any information or facts which might affect **Our** assessment or acceptance of this insurance.

If **We** establish that **You** have deliberately or recklessly provided untrue or misleading information, **We** will have the right to treat this insurance as if it never existed, decline all **Claims**, retain the **Premium** and seek the reimbursement from **You** in full of any payments **We** have made in accordance with the **Policy**.

If **We** establish that **You** carelessly provided untrue or misleading information, **We** will have the right to:

(a) Treat this **Policy** as if it never existed, refuse to pay any **Claim** and return the **Premium** paid if **We** would not have offered cover

(b) Amend the terms of the **Policy** (other than in respect of the **Premium** payable) and treat this **Policy** as if it had been entered into from the start of the **Period of Insurance** on different terms from those agreed, if **We** would have provided cover on different terms

(c) Reduce the amount that **We** pay on any **Claim** in the proportion that the **Premium You** have paid bears to the **Premium** that **We** would have charged, if **We** would have charged more.

We will notify **You** in writing if (a), (b), and/or (c) apply.

If there is no outstanding **Claim** and (b) and/or (c) apply, **We** will have the right to:

(i) Give notice that **We** are terminating this **Policy**; or

(ii) Give notice that **We** will treat this **Policy** and any future **Claim** in accordance with (b) and/or (c), in which case **You** may then give **Us** notice that **You** are terminating the **Policy** in accordance with the Cancellation Provisions.

Privacy Notice

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details You provide to Us

Where **You** provide **Us** or **Your** broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notice, which is available online on **Our** website at https://www.daleuw.com/privacy-notice/ or in other formats on request.

Contacting Us and Your rights

You have the following rights in relation to the information **We** hold about **You**:

- Right to be informed
- Right of access
- Right to rectification
- Right to erasure
- Right to restrict processing
- Right to data portability
- Right to object
- Rights in relation to automated decision making and profiling

If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice, **You** can find our contact details at https://www.daleuw.com/privacy-notice/ or please contact **Your** insurance broker who will provide **You** with **Our** contact details.

Language

The language of this **Policy** and any communication relating to it will be English.

Governing Law and Jurisdiction

Unless specifically agreed to the contrary in writing, any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy** are subject to the laws and exclusive jurisdiction of the Courts of England and Wales.

Interpretation

In this **Policy**:

(a) the singular includes the plural and vice versa;

(b) the description in the headings and subheadings of this **Policy** (including any titles and subheadings in any endorsement or **Policy** variation) is solely for convenience and forms no part of the terms and conditions of this **Policy** and do not operate as an aid to interpretation of the provision of this policy;

(c) reference to any Act, statute or statutory provision is a reference to that Act, statute or statutory provision in any territory as applicable and shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of inception of this **Policy**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

Complaints Procedure

We are dedicated to providing **You** with a high-quality service and **We** want to ensure that **We** maintain this at all times. If **You** feel that **We** have not offered **You** a first class service please write and tell **Us** and **We** will do our best to resolve the problem.

If **You** have any questions or concerns about **Your** insurance or the handling of a **Claim, You** should in the first instance contact:

Post: Complaints, Dale Underwriting Partners, 70 St Mary Axe, London, EC3A 8BE

Email: complaints@daleuw.com

Phone: + 44 (0) 20 3307 1498

If **You** are unable to resolve the situation with **Us** and wish to make a complaint, **You** can do so at any time by referring the matter to the Lloyd's Complaints department, whose contact details are as follows:

Post: Complaints, Lloyd's, One Lime Street, London, EC3M 7HA

Email: Complaints@Lloyds.com

Phone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may be able to refer it to the Financial Ombudsman Service who will independently consider **Your** complaint. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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

Phone: (fixed) 0800 0234 567

(mobile) 0300 1239 123

(outside UK) +44 (0) 20 7964 0500

Fax: +44 (0) 20 7964 1001

Web: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than two million Euros and fewer than 10 employees

Regulatory Information

Dale Managing Agency Limited is a limited company registered in England and Wales under number 13526063 at 70 St Mary Axe, London, EC3A 8BE, United Kingdom and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Policy Definitions

1. **Business** shall mean the activities directly connected with the business described in the **Schedule** conducted at or from the **Insured's Premises**.

2. **Claim** shall mean a written demand for payment of an amount due under the terms of this **Policy**.

3. **Communicable Disease** shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
    a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
    b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
    c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

4. **Cyber Loss** shall mean any:
    a. loss, damage, liability, cost or expense caused deliberately or accidentally by:
        i. the use of or inability to use any application, software or programme;
        ii. any computer virus;
        iii. any computer related hoax relating to i and/or ii above.
    b. loss of or damage to any electronic data (for example files or images) wherever it is stored.

5. **Damage** shall mean accidental loss of or physical damage to tangible property, including the loss of use of tangible property.

6. **Endorsement** means a written endorsement issued only by the **Insurer** which forms part of and is attached to this **Policy** and is and is labelled expressly and uniquely as an Endorsement to this **Policy**.

7. **Excess** shall mean the first amount of each and every **Claim** which is payable by the **Insured**, as stated in the **Schedule**.

8. **Insured / You / Your** shall mean the club, association, league, individual, company or such other entity as named in the **Schedule**.

9. **Insurer / Our / Us / We** shall mean the insurer specified in the **Schedule**.

10. **Kit and Equipment** shall mean any equipment owned by the **Insured** or for which the **Insured** are responsible, which is used directly in connection with the **Business**, to include Audio and Visual, Clothing and Accessories, Baggage, Personal Possessions and Trophies up to the sum insured limits stated in the **Schedule**.

11. **Period of Insurance** shall mean the period described in the **Schedule**.

12. **Policy** shall mean all the terms, conditions, exclusions and limitations contained within this insurance document, the **Schedule** and any **Endorsements** attaching to and forming part of this contract of insurance.

13. **Pollution** shall mean any pollution, seepage, discharge, dispersal, release or escape of or otherwise contamination by any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to

smoke, vapours, soot, fumes, dust, fibres, fungi, mould, acids, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed) or any contamination of any kind of the atmosphere or any water, land, buildings or other tangible property, whether permanent or temporary and shall include noise, electromagnetism/electromagnetic fields, radio waves, perfluorinated compounds, perfluoroalkyl and polyfluoroalkyl substances, and radiation.

14. **Premises** shall mean the **Insured's** premises as specified in the **Schedule**.

15. **Premium** shall mean the premium specified in the **Schedule**.

16. **Schedule** shall mean the document issued to the **Insured** which is entitled Schedule and which forms part of this **Policy**.

17. **Territorial Limits** shall mean the territories as specified in the **Schedule**.

18. **Terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

19. **United Kingdom** shall mean England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

General Conditions

It is a condition precedent to the right of the **Insured** to be defended or indemnified under any Section of this **Policy** that all of the conditions in this General Conditions Section are complied with at all times.

Adjustment of Premium

Where the **Premium** at the commencement of the **Period of Insurance** has been calculated on any estimates provided by the **Insured**, the **Insured** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as required by the **Insurer.**

The **Premium** will then be adjusted and any difference paid to the **Insurer** or allowed to the **Insured**.

Failure to declare such details to the **Insurer** will entitle the **Insurer** to estimate those actual values and adjust the **Premium** accordingly.

Assignment

This **Policy** and all rights under it are not assignable by the **Insured** without the prior written consent of the **Insurer**.

Cancellation

Cooling Off Period

This **Policy** has a cooling off period of fourteen (14) days. **You** have a statutory right to cancel **Your Policy** within fourteen (14) days from:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**

whichever is the later.

The **Insurer** will provide a full refund of the **Premium** paid, but **You** will not receive any refund of **Premium** if **You** have made a **Claim** on this insurance.

After the Cooling Off Period

The **Insured** may cancel this insurance after the cooling off period by giving the **Insurer** thirty (30) days' notice in writing to **Our** address as stated in the **Schedule** or by email.

The **Insurer** may cancel this insurance by giving the **Insured** thirty (30) days' notice in writing to **Your** last known address or by email.

Return of premium (after the cooling off period)

Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a **Claim**.

The **Insurer** shall not return any **Premium** to **You** if any **Claim** has been made under this **Policy**.

Unless the **Premium** has been calculated on any estimates provided by **You**, the **Premium** will be returned by the **Insurer** on a proportional daily rate in respect of the unexpired **Period of Insurance** after the effective date of cancellation, subject to the **Insurer** retaining a minimum of 25% of the **Premium**.

If the **Premium** at the commencement of the **Period of Insurance** has been calculated on any estimates provided by **You**, it will be adjusted in accordance with the provisions of General Condition: Adjustment of Premium.

Change in Circumstance

You must tell **Us** as soon as reasonably possible of **Your** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**.

When **We** are notified of a change, **We** will tell **You** if this affects **Your Policy**. For example, **We** may cancel **Your Policy** in accordance with the Cancellation provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim You** make or could result in **Your** insurance being invalid.

Excess

The **Insurer** will not indemnify the **Insured** in respect of the amount of the **Excess** as stated in the **Schedule** in respect of any one **Claim**. The indemnity provided by this **Policy** shall only apply to that amount beyond the amount of the **Excess**.

Fraud

If **You** or anyone acting on **Your** behalf makes a fraudulent **Claim** under this **Policy**, including providing fraudulent information or documentation, **We** will:

(a) not be liable to pay the **Claim**

(b) seek to recover any costs already incurred by **Us** relating to the fraudulent **Claim**

(c) have the option to terminate this **Policy** from the date of the fraudulent act; and

(d) keep any premium paid to **Us**

This will not affect separate **Claims** made before the fraudulent act, unless they too were fraudulent.

Observance

The **Insured** and any other persons indemnified by the **Insurer** under this **Policy** must observe the terms of the **Policy** and, to the extent that they relate to anything to be done or complied with, such observance is a condition precedent to the **Insurer's** liability to indemnify under the relevant Section of the **Policy**.

Other Insurance

Where there is another **Policy** of insurance or other contractual indemnity (the "Alternative Policy") providing indemnity to the **Insured** which would otherwise be provided by this **Policy**, or where the Alternative Policy would have provided such an indemnity but for:

(a) any provision in the Alternative Policy which provides that it will not indemnify in whole or in part because of the existence of this or any other **Policy**; and/or

(b) any alleged failure on the part of the **Insured** whether by act, omission, error or default, in respect of its obligations under the Alternative Policy or otherwise

then the indemnity available under this **Policy**, subject to its terms and conditions, will only be in excess of the indemnity that is available under the Alternative Policy or which would have been available but for (a) and/or (b) above.

Premium Payment

You must have paid the **Premium** to **Us**. The **Insurer** will not make any payment under this **Policy** until the **Premium** has been paid.

Renewal

This **Policy** or any Section of it will not renew automatically and will expire at the end of the **Period of Insurance** without notice.

Sanctions

Irrespective of what this **Policy** says, **We** will not provide any cover or benefit, nor pay any **Claim** under this **Policy** if to do so would breach any sanction, prohibition or restriction as imposed by the laws and regulations (including but not limited to the laws and regulations of the United Nations, the European Union and/or the **United Kingdom**).

Subrogation

In the event of any payment by the **Insurer** under this **Policy**, the **Insurer** shall be entitled, up to the amount of such payment, to exercise all the rights of recovery of the **Insured** or any person insured against any third party, provided always that they shall not exercise any such rights against any **Employee** or former **Employee** unless the loss was caused or contributed to by a fraudulent, dishonest or malicious act or omission by said person.

The **Insured** and any person insured shall, without charge, provide such assistance as the **Insurer** may reasonably require for the purpose of exercising any rights of recovery and shall at all times protect and preserve any such rights for the benefit of the **Insurer**. The **Insurer**, at its option, may have the conduct of

any proceedings to recover monies paid or payable by them, whether or not the **Insured** or person insured has an interest in such proceedings by reason of any uninsured losses.

Third Party Rights

No rights to enforce any provision of this **Policy** under the Contracts (Rights of Third Parties) Act 1999 or similar legislation are given to any person who is not a party to this **Policy** but this does not affect any right of remedy of any such person that arises apart from under that Act or equivalent provisions in other territories.

Claims Conditions

It is a condition precedent to the right of the **Insured** to be defended or indemnified under any Section of this **Policy** that all obligations in this Claims Conditions Section are complied with at all times.

Notification of Claims and Circumstances

If an event giving rise to a **Claim** under this **Policy** occurs, the **Insured** shall:

(a) give written notice to the **Insurer** as soon as possible; and

(b) in the event of theft or acts of malicious persons, contact the Police as soon as possible (and not later than 24 hours after discovery) and obtain a crime reference number; and

(c) immediately take all take all reasonable steps to limit any **Damage** or loss; and

(d) not dispose of any damaged items before **We** have had the opportunity to inspect them, unless **We** have advised **You** to dispose of them.

The Insured should provide such notice either to the broker that arranged this insurance, or directly to **Us** at SLC@DaleUW.com.

Such notice must contain full particulars in English of all material facts, dates and persons involved.

The **Insured** must provide such notice irrespective of their views as to the merits of any such **Claim** or circumstance or of whether its value is or is likely to exceed the **Excess**.

The **Insurer** shall be entitled to refuse any **Claim** under this **Policy** if such notice is not received**.**

Records and Co-operation

The **Insured** shall at all times:

(a) ensure that any documents that may be relevant to any **Claim** are retained. The **Insurer** shall be entitled to refuse to pay a **Claim** under this **Policy** if the **Insured** fail to do so.

(b) provide to the **Insurer**, or their duly appointed representatives, without charge any such information, co-operation, assistance (including attendance at all hearings, meetings and conferences), documentation, signed statements or depositions as the **Insurer** may require, whether:

i. in investigation of any **Claim**. For the avoidance of doubt this includes all **Claims** or potential **Claims** that fall or may fall exclusively within the **Excess** and/or any limit up to which the **Insured** has any authority to deal with, handle or settle; or

ii. in pursuant or investigation of any recovery or potential recovery; or

iii. as otherwise as may be required by the **Insurer** for any reason.

Kit & Equipment Section

Insuring Agreement

In consideration of payment of the **Premium**, the **Insurer** agrees, subject to the terms, conditions, limitations and exclusions of this **Policy** that if the **Insured** suffers **Damage** to **Kit and Equipment**, **We** will, at **Our** option, either pay for repair or replacement up to the sum insured limit stated in the **Schedule**, provided such **Damage** occurs within the **Territorial Limits** and during the **Period of Insurance**.

Basis of Reinstatement

Where the item of **Kit & Equipment** was not more than 12 months old at the date that the **Damage** occurred and cannot be repaired, **We** will pay for the cost of replacement as new provided that it was originally purchased as new by the **Insured**.

Where the **Kit & Equipment** was more than 12 months old at the date that the **Damage** occurred or was not originally purchased as new by the **Insured** or can be repaired, **We** will pay either:

- the cost of replacing the **Kit & Equipment** at the value immediately prior to the **Damage**, or
- the cost to repair the **Kit & Equipment** to a condition equivalent but not better or more extensive than when new

whichever the lesser.

In the event of a **Claim** in respect of a pair or set of items of **Kit & Equipment**, **We** shall only be liable in respect of the value of that part of the pair or set which is **Damaged**.

Limit of Indemnity

The liability of the **Insurer** during the **Period of Insurance** under this **Policy** will not exceed the sum insured shown in the **Schedule**.

Where a Single Article Limit has been specified in the **Schedule**, the most **We** will pay in respect of any one item of **Kit & Equipment** will be the amount of the Single Article Limit.

Conditions

It is a condition precedent to the right of the **Insured** to be defended or indemnified under any Section of this **Policy** that all of the following Conditions are complied with at all times.

Reasonable Precautions

Throughout the **Period of Insurance**, the **Insured** must:

(a) take all reasonable precautions to prevent and minimise loss, **Damage** or accidents; and

(b) take all reasonable steps to maintain property in a good condition and state of repair; and

(c) remedy any defect or any danger that becomes apparent, as soon as possible; and

(d) take all reasonable steps to comply with all applicable legal requirements, regulations, rules and guidelines imposed by any competent authority (including the Health & Safety Executive or any other relevant agency or industry trade body).

The **Insurer** will be under no obligation to make any payment under this **Policy** in respect of any **Claim** occurring whilst the **Insured** are not in compliance with this condition unless **You** can demonstrate that such non-compliance could not have increased the risk of the loss, **Damage** or accident occurring in the circumstances in which it occurred.

Security Precautions

The **Insured** must ensure that all protections provided for the security of the property, including all alarm systems and locks, are maintained in good working order and are in full and effective operation throughout the **Period of Insurance**.

Underinsurance

If at the time of any loss or **Damage** the value of the **Kit & Equipment** insured is greater than the sum insured stated in the **Schedule**, the **Insured** will be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

Exclusions

The **Insurer** shall not be liable in respect of any **Claim** or any other costs or damages arising directly or indirectly out of or in any way relating to:

1. **Asbestos**

   the existence, manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

2. **Communicable Disease**

   any **Communicable Disease** or fear or threat thereof (whether actual or perceived).

3. **Confiscation**

   any **Damage** or loss caused as a result of confiscation, requisition, seizure, detention or destruction by any government, public, local or customs authority.

4. **Cyber**

   any **Cyber Loss**.

5. **Damage Whilst in Use**

   any **Damage** or loss of **Kit & Equipment** which is directly being used in any sporting activity.

6. **Defect in Design or Manufacture**

   any **Damage** or loss to **Kit & Equipment** caused by its own defective design, manufacture, materials or construction or any other inherent flaw or defect.

7. **Deliberate and Reckless Acts**

   i. any dishonest, fraudulent, criminal or malicious act or omission of the **Insured**.

   ii. the deliberate, conscious or reckless disregard of **Your** obligation to take all reasonable steps to prevent **Damage**.

8. **Evidence of Ownership**

   any **Damage** or loss of **Kit & Equipment** where the **Insured** cannot provide evidence of ownership which shows date of purchase, price paid, and details of items purchased.

9. **Heating Processes**

   any **Damage** or loss caused by any process of heating or the application of heat.

10. **Mechanical Breakdown**

    any **Damage** or loss caused by or consisting of mechanical or electrical breakdown unless caused by external accidental damage to the **Kit & Equipment**.

11. **Mysterious Disappearance or Shortage**

    caused or consisting of unexplained disappearance or inventory shortage.

12. **Pollution**

    Pollution.

13. **Repair or Renovation**

    any **Damage** or loss to any **Kit & Equipment** whilst being repaired, renovated, maintained, tested, or otherwise worked on.

14. **Spontaneous Heating**

    any **Damage** or loss caused by spontaneous heating, fermentation, combustion or ignition.

15. **Terrorism**

    any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to this loss.

    This Exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

16. **Theft without Forcible Means**

    any **Damage** caused by means of theft or attempted theft other than by forcible and violent means.

17. **Transit**

    any **Damage** or loss of **Kit & Equipment** whilst in transit which has not been reported to the carrier and a written report obtained (a Property Irregularity Report in the event of an airline carrier).

18. **Unattended Property**

    Damage or loss of **Kit & Equipment** whilst left unattended, however this exclusion shall not apply in respect of **Kit & Equipment** left in vehicles provided that:

    i. the **Kit & Equipment** is concealed in a locked boot area within a vehicle, and

    ii. all points of access to the vehicle are securely locked and security devices put in full and proper operation, and

    iii. force is used to gain entry to the vehicle and the entry causes external and visible damage to the vehicle.

19. **Unreported Loss**

    any **Damage** caused by theft or malicious damage which has not been reported to the Police within 24 hours following discovery and a written report obtained.

20. **Vehicles**

    any **Damage** or loss to any motor vehicle, trailer, watercraft or aircraft.

21. **War, Nuclear and Radioactive Risks**

    i. any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, riot, insurrection, military or usurped power

ii. any ionising radiation or contamination by radioactivity from any nuclear material (including nuclear fuel) or from any nuclear waste from the combustion of nuclear fuel

iii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

22. **Wear and Tear**

Damage caused or consisting of;

i. wear and tear or any other gradually operating cause

ii. the action of light or atmosphere

iii. moths, vermin, insects, or mould

iv. any process of cleaning, dyeing, restoring, adjusting or repairing

v. corrosion, dampness, dryness, wet or dry rot

vi. marring, scratching, bruising or deterioration.