

ADDITIONAL ENDORSEMENTS & WARRANTIES

ENDORSEMENT 1

Marine Liability

The **Insurer** will indemnify the **Insured** for **Marine Liability** in the terms of this Policy in respect of legal liability for **injury** or **damage** arising out of the use of any watercraft not exceeding 15 metres in length which the **insured** is certified or competent to use and is being used in the course of providing **Recreational Watersports Services** or as otherwise agreed by the **Insurer**.

ENDORSEMENT 2

Compressor Liability

The **Insurer** will indemnify the **Insured** for **Liability** in the terms of this Policy in respect of legal liability for **injury** or **damage** arising out of the use of any breathing gas compressor which the **insured** is certified or competent to use and is being used in the course of providing **Recreational Watersports Services** or as otherwise agreed by the **Insurer**.

ENDORSEMENT 3

Food and Drink

The **Insurer** will indemnify the **Insured** or **Participant** in the **Terms** of this Policy in respect of legal liability for **Injury** or **Damage** arising out of the supply or consumption of any food or drink in connection with the **Insured's** activities declared on the Certificate of Insurance attached to and forming part of this policy or as otherwise agreed by the **Insurer**.

ENDORSEMENT 4

Indemnity to Participants

The **Insurer** will indemnify Any **Participant** in any event in respect of **Injury** or **Damage** caused to another **Participant** in any event organised by the **Insured**, but only if such **Participant** is not entitled to Indemnity under any other Policy.

ENDORSEMENT 5

Defective Premises Act 1972

The indemnity provided by this Policy shall extend to include liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by the **Insured** in connection with the Business but the **Insurer** shall not be liable in respect of:-

- (a) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- (b) any **Damage** to such premises.

ENDORSEMENT 6

Leased and Rented Premises

Section B Exclusion (c) of this Policy shall not apply to **Damage** to premises leased or rented to the Insured.

Provided always that the **Insurer** shall not be liable in respect of

- (a) liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement
- (b) the first £100 (pounds sterling) of **Damage** caused otherwise than by fire or explosion.

ENDORSEMENT 7

Car Parks

The **Insurer** will indemnify the **Insured** in respect of **Damage** to any motor vehicle or any contents of or accessory on such motor vehicles.

Provided always that:

- (a) such motor vehicle or its content or accessory is not owned by or hired by or on behalf of or lent to the **Insured**.
- (b) This Extension shall not apply to **Damage** to any motor vehicle or any contents of or accessory on such motor vehicle caused by or arising from or in connection with the moving of any motor vehicle by the **Insured** or any **Employee** of the **Insured**.

ENDORSEMENT 8

Cloakrooms/Changing Rooms/Equipment Storerooms

The **Insurer** will indemnify the **Insured** in respect of **Damage** to **Property** deposited in any cloakroom/changing room/Equipment storeroom owned or operated by the **Insured**.

Provided that:

- (a) such **property** is not owned, hired or borrowed by the **Insured**.
- (b) an attendant shall be on duty therein throughout the whole of the time the cloakroom is in use or adequately locked if unattended.
- (c) a disclaimer notice is prominently displayed in or adjacent to the cloakroom/changing room/equipment storeroom.

ENDORSEMENT 9

Advice

The **Insurer** will indemnify the **Insured** in respect of **Injury** or **Damage** caused by or arising from any instruction or advice given or lack of advice given by or on behalf of the **Insured** in the course of providing **Recreational Watersports Services**