

## **INDEPENDENT CONTRACTORS**

### **ADDITIONAL COVERAGE**

By means of the obligation of payment of the corresponding additional premium, in accordance with stipulations in the Individual and General Conditions of the Policy, within the scope thereof and when indicated in the Specification of the Policy, the Insured's Legal Liability is covered for damage to third parties incurred by the Insured when as owner of said construction works, he carries out inspections, advance control or reception of such works performed by independent contractors.

Furthermore, it is covered, in accordance with stipulations in the Individual and General Conditions of the Policy, and within the scope thereof, the liability incurred by the Insured by agreement or contract, whereby stipulating the substitution of the original obligor contractor to make good unintentional, eventual or future bodily injury or property damage of third parties, for which the contractor shall be liable as original obligor.

It is a basic condition for this coverage to become effective that the Company states in writing which agreements and contracts with independent contractors are included in the coverage. Therefore, the Insured must provide the Company with true copies of the agreements or contracts to be insured so that the Company may determine whether or not to accept the risk and provide the corresponding evidence.

**This coverage is not to be construed as a guaranty in favor of the independent contractor as original obligor and, therefore, it may not be considered as a bond, pledge, aval or any other personal or real guarantee, for the non-compliance of the contracts or agreements entered into by the independent contractor.**

The schedule of agreements or contracts, subject of this coverage, is indicated in the Specification of the Policy.

### **CLAUSE 1. EXCLUSIONS**

**IT IS UNDERSTOOD AND AGREED THAT IN NO CASE SHALL THIS CLAUSE COVER:**

**DAMAGE CAUSED TO SUBTERRANEAN PROPERTY.**

**DAMAGE CAUSED BY SUBTERRANEAN WORKS.**