

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**KNOWN INJURY OR DAMAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE COVERAGE FORM

The following exclusion is added to **SECTION I – COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**:

This policy does not apply to damages because of “bodily injury” or “property damage” of which any insured, the “contractor”, or any of their directors, officers, owners, partners, principals, managers, insurance managers, warranty staff, and/or risk managers, was aware, or should have been aware, or with respect to which any of the foregoing have actual or constructive notice, prior to the effective date of this policy.

This exclusion applies regardless of whether such damages because of “bodily injury” or “property damage” takes place, continues or becomes progressively worse during the policy period, and we shall have no obligation to defend any “suit” arising from such damages because of “bodily injury” or “property damage”.

All other terms and conditions under the policy remain unchanged.