

EXCLUSION OF KNOWN LOSS OR DAMAGE

Refer to Supplemental Declarations if information is not shown on this form. The exclusion under this endorsement is subject to the *terms* contained in the General Liability Coverage.

WHAT WE DO NOT PAY FOR:

We do not pay for any actual or alleged *bodily injury* or *property damage* caused by any *occurrence* of **known loss or damage** in progress prior to the inception of this policy.

We shall have no duty or obligation to defend any suit or action rising out of any *occurrence* of **known loss or damage** in progress prior to the inception of this policy.

ADDITIONAL DEFINITION:

Known loss or damage means the receipt of actual or constructive notice by *you*, or *your* authorized representative(s), of an *occurrence*, loss or claim in progress prior to the inception of this policy. **Known loss or damage** shall have occurred at the earliest of:

- 1. the receipt of any notice of any actual or alleged claim of *bodily injury* or *property damage*;
- 2. the receipt of any demand, suit or process alleging bodily injury or property damage; or
- 3. the knowledge, acquired by any other means, of actual or alleged *bodily injury* or *property damage*.

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