



# INSURANCE PROPOSAL FORM

All Risks Insurance Protection for your Household Goods, Personal Effects and Automobiles Moving by Land, Sea or Air

## Important Customer Information:

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**This Insurance is Underwritten by Amica for AXA Versicherung AG and Others**

and Administered by:

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# 1. POLICY SUMMARY

Your mover has arranged a specialist insurance programme for the removal & storage of your household goods, which is underwritten by Amica for AXA Versicherung AG and Others.

This Policy Summary DOES NOT contain the full terms and conditions of the insurance contract as these are contained in the accompanying Terms and Conditions of Insurance at the back of this document.

## Why purchase Transit Insurance?

Whilst great care is taken during the removal of your goods, there are many risks of loss or damage, which are beyond the Movers control. The Mover's liability for loss or damage is limited by their standard contract terms and conditions, which are incorporated into all removal, storage and shipping contracts. For these reasons, you are strongly advised to take out an All Risks insurance policy to protect you from the many risks to which your goods will be exposed during removal, storage and transit.

If you do not take out adequate insurance, your recourse against the Mover and subsequent carriers or parties for loss or damage, if they are liable, may be limited. Other parties involved may include, for example, the shipping company or airline, other transport operators, the Port Authority and so on. These parties operate under separate contract conditions, or under international law or Conventions that may limit or exclude their liability. If a loss occurs at sea, the shipping company may declare a General Average loss (which is the cost incurred by the carrier to preserve the vessel and its cargo). In this case, you, as the 'shipper' of the goods may have to 'contribute' to the General Average loss incurred by the shipping company (this principle of contribution is an insurable risk and is covered by this policy).

Even though every care will be taken by the Mover, you will appreciate that the distances involved, coupled with the rigors of an international transit, means that on occasions loss and/or damage to your goods may occur. You are therefore strongly recommended to take out insurance cover to ensure that you are duly compensated for any loss which may occur.

## What does the Policy cover and what does it exclude?

This policy provides "All Risks" of physical loss or damage cover for a Door to Door International transit of your goods arranged by the Mover, including periods of storage whilst in professional warehousing by or arranged by the Mover, subject to the terms and conditions of insurance detailed herein.

As with any insurance cover, this policy incorporates certain Exclusions, Conditions or limits and these are summarised in the 'Terms and Conditions' attached. Please ensure that you understand the terms and conditions prior to agreeing to take up coverage under this policy, to avoid unnecessary surprises later on, in the event you need to make a claim.

## How do I arrange cover through this Policy?

Please complete the enclosed Proposal Form. The basis of valuation of your goods, for this policy, should be the new replacement cost at destination for Household Goods and Personal Effects, and market value at destination for Antiques, Fine Arts, Automobiles, Motor Cycles, Boats, Campers and Trailer. You may need to make some enquiries to establish the comparable cost of living between your present location and the country you will be moving to. If you 'under-value' your goods (i.e. insure them for less than their full value) your claim, should you need to make one, would be reduced accordingly. Should you feel the proposal form is too restrictive, you may compile and attach your own valued list. Please note however, that you should still complete the information requested at the top of the proposal form, state the grand total Insured Value and sign the declaration on page 2, returning both the proposal form and the valued list to us.

When you have completed the form, you must return this to us to enable us to provide you with a Confirmation of Insurance.

### What happens if my insured goods are lost or damaged in transit?

In the event of loss or damage which might give rise to a claim under the insurance, immediate notice must be given by you either to ourselves or the origin or destination agent, our Insurers representatives. This is your intention of notice to claim and must be received within 30 days from the date of delivery (or scheduled date if claim is for non-delivery). Thereafter, you will have a further 30 days in which to notify full details of any losses and/or damages incurred. You will receive a Claim Form and detailed instructions on how to substantiate your claim.

In certain circumstances the Insurers may appoint a loss Adjuster; the adjusters' role is to examine the scenes of the losses and investigate circumstances giving rise to the claim. The adjuster will report to the Insurers and Insurers will pay the adjusters fees. A Loss Adjuster will not assist in the preparation of a claim, but will advise you of what Insurers will require to consider the claim.

You will be asked to substantiate your claim for damaged items by obtaining local repair or replacement estimates, and it is helpful if you are able to provide photographs of the damage items.

**IMPORTANT: If you fail to notify details of loss or damage within the time limits set out above, Insurers may decline your claim, or you may prejudice your claim. For example, if the currency of the amount claimed differs from the currency in which you insured your goods, the exchange rate used by Insurers to calculate settlement would be that prevalent at the time the Confirmation of Insurance was issued.**

### CLAIMS NOTIFICATION:

In the event of loss or damage which may give rise to a claim under this insurance, immediate notice must be given to Underwriters' representatives. It is a condition precedent to Underwriters liability under this insurance that full details of any losses and/or damages incurred must be notified within 30 days after delivery or 30 days after scheduled delivery in the event of non-delivery. Further it is understood that presentation of claim in its entirety after notice will be in a timely fashion not to exceed 60 days from the time of such notice.

### DURATION OF INSURANCE

This insurance policy commences at the time your goods are professionally packed at and/or collected from your origin residence or business location and continues during the ordinary course of transit, including customary transshipment, until the goods are professionally delivered to the final destination.

For goods which are placed into professional storage by or arranged by the Mover prior to delivery to final destination, coverage includes any interim storage for up to 60 days at origin and/or destination warehouse. Insurers will agree to extend coverage on a monthly basis in consideration of an additional premium. This is not renewal of insurance and it is important that requests for further storage extensions beyond the initial included 60 days period are made to The Mover in writing prior to the expiry of the 60 day period.

## 2. HOW TO COMPLETE THE PROPOSAL FORM

Please fill in all the relevant boxes on the Proposal Form. The 'Insured' is the person proposing the insurance (i.e. your full name). The 'date packed' is the date on which the removal work will commence. Indicate with a 'tick' in the boxes to signify 'Owner Packed' and/or 'Professionally Packed' as appropriate. Professionally packed means goods packed by the Mover whereas Owner Packed means goods packed by you or parties other than the Mover or his agent. Please tick the appropriate principle method of transport e.g. land, sea or air. Identify the name of the town or city that you are 'Moving from' and 'Moving to' and the destination Country.

### **Household goods and personal effects should be insured for the new replacement cost in the country of destination**

When listing the goods to be insured, you will need to have a reasonably good idea of the comparable cost of living in the country to which your goods are being shipped. List ALL goods and their new value at destination on the proposal form. You may choose to attach your own detailed valued list, or attach additional pages if there is insufficient space on the form. **Goods not declared and valued on the list are NOT insured.**

Please note that if you do not insure your goods for their new replacement value, you will be 'under-insured. In the event of a claim for loss or damage, under insurance may result in the Insurer applying 'average' when assessing a claim. This means, for example, that if an item were under-insured by 50%, the Insurers would only settle 50% of any repair cost. If that repair cost were higher than the declared value, subject to any payment by Insurers not exceeding the declared value of the item. Similarly, if the claim were for a shortage (lost item), settlement would be capped at that declared value.

**Antiques, Fine Arts, Motor Vehicles, Motorcycles, Boats, Campers and Trailers should be valued at the market value at destination, i.e. the value for which the same, or similar items/vehicles could be purchased in an undamaged condition.**

As above the 'application of average' will apply in the event of under insurance.

It is in your interest to provide as much detail as possible.

You will need to list the quantity of each item that you will be moving (in the column marked 'QTY') and enter the value of the item(s) in the column adjacent. For example, if you have 10 chairs in the dining room valued at £100 each you should write:

QTY	ARTICLE	VALUE
10	Chairs	£1,000

However, if 2 of the chairs are worth, for example £200 each, then you should list, and if possible identify them separately as follows:

QTY	ARTICLE	VALUE
8	Chairs (dining)	£ 800
2	Chairs (carver)	£ 400

Once you have listed all items, total the values in each column to produce a grand total.

## **Insuring for Shipping and Carriage Charges (MOVING COSTS).**

If you decide to insure your shipping and carriage charges (e.g. the moving costs), the advantage is that in the event of an unfortunate occurrence such as your goods being totally lost or destroyed following a fire or vessel sinking, in addition to receiving compensation for the loss of your goods, you will be able to recover the costs incurred in moving.

Should you wish to take out this added insurance, please enter the total charges paid to the Mover in the appropriate section of this proposal form.

Please ensure that you sign the application form prior to returning this to us.

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### 3. EXCLUSIONS AND OPTIONAL COVERAGE

#### 4.

THE POLICY CONTAINS CERTAIN EXCLUSIONS AND CONDITIONS UNDER WHICH IT WILL NOT RESPOND TO A CLAIM. THESE ARE SET OUT IN THE ATTACHED 'TERMS AND CONDITIONS OF INSURANCE'. TO HELP YOU UNDERSTAND THE MAIN POLICY EXCLUSIONS WE PROVIDE BELOW SOME EXPLANATORY NOTES.

#### CONSEQUENTIAL LOSS

This insurance policy will not cover consequential losses arising from the delay, damage or non-delivery of your consignment.

#### OWNER PACKED GOODS

This insurance policy DOES NOT COVER damages arising to owner packed goods. Also excludes claims for missing items from owner packed cartons or packages unless an itemised valued list of the contents of each carton or package is attached is attached to the Insurance Proposal form and forwarded to us prior to the commencement of the transit.

#### DETERIORATION, WEAR AND TEAR, INHERENT VICE ETC;

This insurance policy DOES NOT COVER loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions (except where optional coverage for Mould and Mildew has been purchased), inherent vice\*, moth damage and loss of data.

*\* inherent vice is 'the inherent nature of the goods to become easily destroyed' e.g. by breakage, leakage, spontaneous combustion, rotting, rust, evaporation or being susceptible to cold, heat or moisture etc; and not the result of a casualty or external cause.*

#### JEWELLERY, FURS, MONEY ETC;

This insurance policy DOES NOT COVER items such as: Jewellery (including watches, trinkets, precious stones or metals), Stamps or Stamp Collections and Furs (unless declared and valued but subject to a limit of GBP 3,500 any one transit), Money (including cash and monetary instruments), Deeds and Securities, Coins or Coin Collections.

#### DEPRECIATION

This insurance policy DOES NOT COVER depreciation arising from repairs or restoration of a damaged item.

#### MOTOR VEHICLES/MOTOR CYCLES

This insurance policy DOES NOT COVER Loss or Damage caused to a motor vehicle/motorcycle in the following circumstances: whilst being driven under its own power EXCEPT while on premises of the port or whilst being driven by an authorized driver who is an employee of the Mover or his agent in direct furtherance of the transit caused by scratching, denting or marring unless the Mover and the owner both agree and sign a 'Certificate of Condition' or similar document stating the condition of the motor vehicle/motorcycle prior to shipment, noting all defects non-factory installed accessories are NOT INSURED unless specifically declared and valued for insurance goods packed inside motor vehicles/motorcycles are NOT INSURED







**7.** Caution: The biggest cause of disputes is under-insurance. Please ensure you declare based upon replacement cost at destination.

## Declaration of the Customer

I declare that the amounts stated above are the full value of the goods at destination. I confirm that I have declared all items that I wish to form part of the contract between us with all details requested. I have listed separately all items of above average value and provided a detailed list of all owner packed items. I have read the contract conditions provided and understand that these shall form the basis of the proposed contract between us.

Signature:

Date:

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## 8. TERMS AND CONDITIONS OF INSURANCE

### INSURER

Underwritten by Amica for AXA Versicherung AG and Others.

### INSURED PERILS

#### **Full All Risks' – Professionally packed.**

All Risks of physical loss or damage subject to the version of the following London Institute Clauses current at the time of commencement of transit:

Institute Cargo Clauses (A), and the War Clauses, Strikes Clauses, Termination of Transit Clause (Terrorism), Classification Clause, Insolvency Exclusion Amendment Clause, Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause and Cyber Attack Exclusion Clause.

For the purposes of general average contribution and salvage charges recoverable hereunder, the effects insured shall be deemed to be insured for their full contributory value.

**OR**

#### **Owner Packed Goods – As above but excluding**

Breakage, scratching, denting, chipping, staining and tearing of owner packed effects unless directly caused by fire, stranding, sinking or collision of the vessel or collision or overturn of transporting land conveyance. Also excluding claims for missing items of owner packed cartons or packages unless an itemised valued list of contents of each carton or package is supplied by the owner prior to commencement of transit.

**OR**

#### **Restricted Conditions**

Cover is subject to the Institute Cargo Clauses (B), which covers loss of or damage to the subject-matter insured reasonably attributable to:

Fire or explosion, vessel or craft being stranded grounded sunk or capsized, overturning or derailment of land conveyance, collision or contact of vessel craft or conveyance with any external object other than water, discharge of cargo at a port of distress, earthquake volcanic eruption or lightning.

In addition, loss of or damage to the subject-matter insured caused by:

General average sacrifice, jettison or washing overboard, entry of sea lake or river water into vessel craft hold conveyance container or place of storage, total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

Cover is extended to include Non Delivery or Theft of the entire consignment and further extended to include water damage howsoever caused.

War Clauses, Strikes Clauses, Termination of Transit Clause (Terrorism), Classification Clause, Insolvency Exclusion Amendment Clause, Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause and Cyber Attack Exclusion Clause.

## **PROPERTY INSURED**

Household Goods and Personal Effects, Antiques, Fine Arts, Automobiles, Boats Motorcycles, Campers and Trailers as declared and valued on this and supporting Documents.

## **VALUATION CLAUSE**

The household goods and personal effects insured must be valued at the replacement cost at destination as supported by a complete valued inventory.

Antiques and fine art, automobiles, campers, boats, motorcycles and trailers must be valued at their replacement cost at destination taking into account costs of duties, shipping and carriage charges.

## **100% CO-INSURANCE CLAUSE**

If you fail to insure for the full replacement value of goods at destination, you will only be entitled to recover from Underwriters the proportion of the loss as the declared value bears to the total value of the property you shipped.

## **PAIRS & SETS**

Where any item is part of a pair or set Underwriters will only pay for the actual items which are lost or damaged. No payment will be made by Underwriters for any items which are part of a pair or of a set and which are not lost or damaged.

## **RIGHT TO CANCEL**

You have the right to cancel this insurance without penalty at any time PRIOR TO THE COMMENCEMENT OF THE INSURANCE. Once the insurance has commenced, your right to cancel ceases and you will be charged the full premium for the insurance.

Under the Private Customer Code, we have to give you certain information before you make your decision. If we have not given you this information when you buy your insurance (and you have not told us you do not want it) we will allow you a "cooling off" period of at least 14 days from the time you receive the information. If you do not want to continue the insurance, you may cancel your cover within this period and get all your money back (as long as you have not made any claims).

## **BASIS OF CLAIMS SETTLEMENT**

Underwriters shall be entitled at their option to repair or replace any article lost or damaged (whether wholly or in part) or to pay cash not exceeding the insured value thereof. Underwriters may require proof of ownership, and/or value of any items claimed missing.

## POLICY EXCESS

1% of the sum insured with a minimum of GBP 25 and a maximum of GBP 200

## PAYMENT OF PREMIUMS

Insurers shall only be liable to settle a claim recoverable under the terms of this insurance provided the Mover (the Agent) confirms that insurance premiums have been received by the Mover (the Agent). In the event that the Mover (the Agent) advises premiums are outstanding, Insurers will settle a valid claim once premiums have been paid.

## DURATION OF COVER

Other than in respect of the War Clauses contained herein coverage attached from the time the household goods and personal effects and/or automobile and/or other approved items are being professionally packed and picked up at the residence or business location of the insured for the commencement of the transit and continues during the ordinary course of transit, including customary transshipment, if any, until the insured property is professionally delivered to the final destination. Coverage is extended to include transits to and from the premises of Cleaners, Repairers or Restorers where such transit is a direct result of loss or damage otherwise covered by this policy. If the goods are professionally unpacked coverage is extended to cover the period of professional unpacking provided this takes place within 14 days of delivery. Storage coverage for up to 60 days at origin and 60 days at destination is included if in an enclosed warehouse, excluding any self storage facility, without any additional charge. In consideration of an additional premium Underwriters agree to extend storage coverage on a monthly basis provided your request and premium are received before the expiration of the included storage. In respect of the War Clauses, transits shall be covered as specified therein.

## TIME LIMIT FOR CLAIMS NOTIFICATION

In the event of loss or damage which may give rise to a claim under this Insurance, immediate notice must be given in writing to Underwriters' representatives. It is a condition precedent to Underwriters liability under this insurance that full details of any losses and/or damages incurred must be notified within 30 days after delivery or 30 days after scheduled delivery in the event of non-delivery. Further it is understood that presentation of claim in its entirety after notice will be in a timely fashion not to exceed 60 days from the time of such notice.

## OPTIONAL COVERAGE EXTENSIONS

**MOULD AND MILDEW RISKS (Excluding Goods in Permanent Storage)**

To include loss or damage to the interest insured, howsoever arising, subject to the goods being professionally packed.

Underwriter's maximum liability shall not exceed 75% of the sum insured for any one consignment. This limitation shall not apply to claims arising from external water damage.

**ELECTRICAL AND MECHANICAL DERANGEMENT (Excluding Automobiles)**

To include loss or damage to the interest insured which is caused by electronic and/or electrical and/or mechanical derangement, provided the interest insured does not exceed six years old. Subject to the goods being professionally packed.

#### PAIR OR SETS CLAUSE

In the event of loss or damage recoverable to any item or items forming part of a pair or set, the indemnity afforded by this policy shall be limited to the reasonable and fair reduction in value of the pair or set by reason of the loss or damage to the affected item or items having regard to the importance of the affected items within the pair or set. All the articles constituting the pair or set shall, at Underwriters' option, become their property in the event that the Underwriters agree to pay the total loss of the pair or entire set.

#### MOVING COSTS

In the event of loss or damage resulting in the non-delivery of your entire consignment Underwriters agree to provide full reimbursement of moving charges paid if insured

## CHOICE OF LAW AND JURISDICTION

The parties are free to choose the law and jurisdiction applicable to this insurance contract. Unless specifically agreed to the contrary, this Insurance shall be subject to English law and the exclusive jurisdiction of the Courts of England and Wales.

## SUBROGATION CLAUSE

The Underwriters shall be subrogated to the extent of their payment for losses insured hereunder to all the insured's rights of recovery against any person or organisation, excepting the freight forwarder or mover who issued this document.

## OTHER INSURANCE

This insurance does not cover to the extent of any other insurance, whether prior or subsequent hereto in date and by whomsoever effected, directly or indirectly covering the same property and the Underwriters shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.

## YOUR DUTY TO PROVIDE INFORMATION

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge and commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your property is disclosed. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on all documents are full and accurate. Failure to accurately provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

## PROPERTY COVERED SUBJECT TO SPECIFIED LIMITATIONS

Unless agreed otherwise in writing by us, the following limitations apply: -

- 1 Jewellery and furs unless declared and valued but subject to a limit of GBP 3,500 any one transit.

## EXCLUDED PROPERTY

No cover is provided for the following;

- 1 Money and securities.

## EXCLUDED CAUSES

9. Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions (see optional coverage), inherent vice, vermin, moth damage, consequential loss and loss of data.
10. Depreciation arising from repairs or restoration of a damaged item.
11. Loss of or damage to an automobile while being driven under its own power except while on premises of the port or while being driven by an authorised driver who is an employee of the freight forwarder or his agent in direct furtherance of the transit.
12. Loss or damage caused by scratching, denting or marring of automobiles unless the forwarder and the owner both agree and sign a "certificate of condition" or similar document stating the condition of the automobile prior to shipment, noting all defects. Non-factory installed accessories not specifically declared and valued for insurance. Goods packed in autos.
13. Loss of or damage to your property directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
14. Electrical, electronic, mechanical derangement and internal damage of any electrical or mechanical items unless there is evidence of external damage to the Insured item or its packing (see optional coverage).
15. This insurance shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.
16. If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or any one claiming indemnity under this Insurance or any one acting on his or their behalf, to obtain any benefit under this insurance, or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, or any one claiming indemnity under this Insurance, all benefit under this Insurance will be forfeited.
17. Other exclusions as detailed in the Addendum Clauses in this policy.

## CLAIMS PROCEDURE

If your goods become lost or damaged and you wish to make a claim on this insurance please notify: International Claims Agency Ltd (ICA) who will do their best to resolve the problem.

ICA's contact details are:

International Claims Agency Ltd,  
Unit 10, Invicta Way,  
Manston Park,  
Ramsgate, Kent CT12 5FD United Kingdom  
Telephone: +44 (0)1843 823820  
Fax: +44 (0)1843 823956  
E-mail: [claims@icaltd.co.uk](mailto:claims@icaltd.co.uk)

Any claimant under this insurance shall at the request and at the expense of the Underwriters do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Underwriters for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Underwriters shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this insurance, whether such acts and things shall be or become necessary or required before or after his indemnification by the Underwriters.

## CUSTOMER SERVICE AND COMPLAINTS

Insurers are dedicated to providing a high quality service and want to ensure that this is maintained this at all times. If you feel you have not been offered a first class service please contact International Claims Agency Ltd (ICA) who will do their best to resolve the problem.

ICA's contact details are:

International Claims Agency Ltd,  
Unit 10, Invicta Way,  
Manston Park,  
Ramsgate, Kent CT12 5FD United Kingdom  
Telephone: +44 (0)1843 823820  
Fax: +44 (0)1843 823956  
E-mail: [claims@icaltd.co.uk](mailto:claims@icaltd.co.uk)

In the event that ICA's Complaints Department is unable to resolve your complaint it may in certain circumstances be possible for you to refer it to the Financial Ombudsman Service at:

Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel No: 0845 080 1800  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsooken Street, London E1 8BN) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

APPLICABLE OVERSEAS REMOVAL CLAUSES (copies available upon request)

1. INSTITUTE CARGO CLAUSES (A)
2. INSTITUTE CARGO CLAUSES (B)
3. INSTITUTE WAR CLAUSES
4. INSTITUTE STRIKES CLAUSES
5. TERMINATION OF TRANSIT CLAUSE (TERRORISM)
6. INSTITUTE CLASSIFICATION CLAUSE
7. INSOLVENCY EXCLUSION AMENDMENT CLAUSE ( J.C.93)
8. RADIOACTIVE CONTAMINATION,CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONSEXCLUSION CLAUSE
9. CYBER ATTACK EXCLUSION CLAUSE
- 10.SANCTION LIMITATION AND EXCLUSION CLAUSE