Costs inclusive excess (ACC)

The definition of **Excess** shall not apply but shall be replaced by the following:

- Excess shall mean the amount stated in the Schedule which shall be payable by You before We shall make any payment in respect of
 - (a) **Loss** and/or **Defence costs and expenses** payable in respect of each and every claim or, in the event that any claim is brought by more than one claimant, to or by each claimant; or
 - (b) any legal costs incurred with **Our** consent in accordance with insuring clauses 3 or 4.