

**Costs inclusive excess (IT)**

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 each claimant; or
  - (b) any legal costs incurred with **Our** consent in accordance with insuring clauses 4 or 5; or
  - (c) fees owed to **You** under insuring clause 7.