

**Costs exclusive 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** 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 3 or 5.

For the avoidance of doubt the **excess** does not apply to **defence costs and expenses**