

Costs exclusive excess (Arch Eng)

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

Excess shall mean the amount stated in the **Schedule** (except in relation to any indemnity provided under Insuring Clause 7, in which case it shall be £1,000) 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**