## Costs exclusive excess (Media)

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 2 or 4; or
- (c) fees owed to **You** under insuring clause 6; or
- (d) any indemnity provided under insuring clauses 7 and/or 8.

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