

Costs exclusive excess (Surv)

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

- Excess** shall mean
- (a) in the context of any claim arising directly or indirectly from any survey or valuation report the greater of the amount stated in the **Schedule** or £7,500; or
 - (b) in any other context the amount stated in the **Schedule** which shall be payable by **You** before **We** shall make any payment in respect of
 - (i) **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
 - (ii) any legal costs incurred with **Our** consent in accordance with insuring clauses 3, 5 or 7.

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