

Costs exclusive excess

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 other loss suffered or cost or liability incurred by **You** in respect of which **You** may be entitled to an indemnity under this **Certificate's** Insuring Clauses; or
 - c. any legal costs incurred with **Our** consent in accordance with Insuring Clauses 4 or 5.

For the avoidance of doubt the **Excess** does not apply to **Defence costs and expenses**