Costs inclusive excess

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

Excess shall mean:

- (i) the amount stated in the **Schedule** or
- (ii) in respect of survey/s and/or valuation/s £5,000 or the amount stated in the **Schedule**, whichever is the higher

which shall be payable by **You** before **We** shall make any payment in respect of:

- a. Loss and/or Defence costs and expenses 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
- 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, 6 or 7