



Endorsement No.	This endorsement is effective on the effective date of the Policy unless a different date is set forth below.	Policy Number	<input type="checkbox"/> Additional <input type="checkbox"/> Return Premium
	12:01 a.m. on		

MUTUAL CHOICE OF COUNSEL ENDORSEMENT

It is agreed that the section entitled Defense of Claims is deleted in its entirety and replaced by the following:

Defense of Claims

We have the right and duty to defend any **claim** against **you** including the appeal thereof seeking **damages** to which this insurance applies even if any of the allegations of the suit are groundless, false, or fraudulent.

The **named insured**, with **our** written consent, may select counsel to investigate and defend such **claim**, with **our** prior written approval, such approval not to be unreasonably withheld, provided that:

1. **you** may not select an attorney considered within the definition of **you** under this policy;
2. the attorney has at least ten (10) years of experience defending attorneys accused of professional negligence;
3. neither the lawyer nor any other attorney in his or her firm is related by blood or marriage to any of **you**;
4. such lawyer agrees in writing, prior to retention, to abide by **our** litigation management guidelines;
5. such lawyer's rates are reasonable and customary in light of the complexity and venue of the matter. **We** retain sole discretion to determine whether such lawyer's rates are reasonable and customary;
6. such lawyer is admitted to practice in the jurisdiction in which the **claim** is brought and does not require *pro hac vice* admission;
7. such lawyer does not have a conflict with **us**; and
8. such lawyer regularly maintains an office in the jurisdiction in which the **claim** is brought.

For the purposes of this policy, an attorney designated pursuant to this endorsement shall be deemed an attorney designated by **us**.

If **we** recommend a settlement of a **claim** which is acceptable to the claimant, and **you** refuse to consent to such settlement, then **our** obligation to pay **damages** and **claim expenses** on account of such **claim**, shall not exceed the sum of:

1. the amount for which **we** could have settled such **claim**, plus **claim expenses** incurred up to the date of **your** refusal to consent to such settlement; and
2. fifty (50%) of **damages** and **claim expenses** incurred in connection with such **claim** in excess of the amount referenced in paragraph 1. above. All remaining **damages** and **claim expenses** shall be borne by **you** uninsured and at **your** own risk.

However, in no event shall **our** liability exceed the applicable limits of liability.

We are not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of liability has been exhausted by payment of **damages** and/or **claim expenses**, or after **we** have deposited the remaining available limits of liability into a court of competent jurisdiction. In such case, **we** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of such investigation or defense to **you**.

All other provisions of the Policy remain unchanged.