

ENDORSEMENT NO. ____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE I

Option to Select Counsel

This endorsement modifies the insurance provided by the **Policy**, subject to all other terms and conditions of the **Policy**, as follows:

INSURED'S CHOICE OF COUNSEL OPTION

In exchange for the additional premium paid by **You**, the **Insurer** and **You** henceforth agree that **You** shall have the to select his or her own attorney-of-record to defend them under Coverages A through F, notwithstanding anything to the contrary in the **Policy** above; provided however, that: a) the counsel selected by **You** is competent and experienced in the defense of the type of criminal, civil or administrative claims or actions relevant to the defense of **You** under this **Policy**; b) the hourly rates charged by **Your** chosen counsel for their work, and work by their partners and their associates if any, is both reasonable in amount and reasonably close to the average of rates for partners and associates charged by experienced competent counsel in other law firms for similar defense work in the relevant state; and c) **Your** chosen counsel shall be monitored and overseen by the PSDA's national monitoring counsel, Wilson, Elser, Moskowitz, Edelman & Dicker, LLP.

Further, it is a condition precedent to **Your** having a right to choose counsel under this Option, that both **You** and **Your** chosen counsel first agree to provide, and must actually provide, said monitoring counsel with full access to the relevant case file(s), as well as copies of all reports to **You** and/or **Master Policyholder**, written evaluations, memoranda, other materials, information, testimony or evidence, etc., requested by PSDA's national monitoring counsel. Failure to provide such information completely and in a timely fashion shall, at the **Insurer's** sole option, allow **Insurer** to terminate the services of **Your** chosen counsel and appoint alternative, replacement counsel. If **You** refuses to agree to the appointment of the alternative counsel appointed by the **Insurer**, this **Policy** shall become thereafter null and void with respect to **Your** coverage claim(s) under the **Policy** for the relevant **Claim** or **Claims** against **You** defended by **Your** chosen counsel and no coverage shall exist under the **Policy** for **You** with respect to said relevant **Claim** or **Claims** against **You** from the date **You** refuse to accept the alternative, replacement counsel.

In the event that the **Insurer** and **You**, acting in good faith, are nonetheless unable to agree on the choice of counsel to defend **You** under any Coverage(s) provided to **You** by this **Policy** for any reasonable cause, the **Insurer** may, at its sole option, choose the defense counsel for the Claim(s) at issue by notifying **You** of its intent to do so in writing, by email and U.S. Mail. The **Insurer** will be obligated to return the additional premium paid by **You** for this Option within 15 business days of the date of such written notice, together with simple annual interest thereupon calculated at the prime interest rate prevailing on the first day on which interest is due, such interest on returned premium running from the original date of payment by the Insured for this option and ending on the date of said notice letter.