

Policy No.

**CONSENT TO SETTLE WITHIN THE DEDUCTIBLE ENDORSEMENT**

This endorsement modifies the insurance policy as follows:

In consideration of the premium charged, it is agreed that Article III. INVESTIGATION, DEFENSE AND SETTLEMENT, Section B. Settlement is deleted in its entirety and replaced by the following:

III. INVESTIGATION, DEFENSE AND SETTLEMENT

- B. Settlement. The **Company** will not settle any **Claim** within the Named Insured's Deductible without the consent of the Named Insured. If the Named Insured refuses to consent to a settlement that the Company recommends and the claimant will accept, then the **Company** will have the right, but not the duty or obligation, to continue to defend any such **Claim** or suit. The **Company's** liability for any settlement or judgment shall not exceed the amount for which the **Company** could have settled if the Named Insured had consented less all of the **Claims Expense** incurred from the date of the **Company's** recommendation. This amount constitutes the applicable limits of liability of the policy. Once the Named Insured's deductible is exhausted by payments on behalf of an **Insured** for **Indemnity** or **Claims Expense**, then the **Company** shall have the right to settle any **Claim** as it deems necessary.

All other terms, conditions and exclusions of the policy remain unchanged.

**Endorsement No.**