

nated insurer that the investigation and defense will be made at the expense of the first designated insurer. A copy of this notice also shall be mailed to the State Insurance Department.

§ 7-608. *Defense of actions against motorists.*

The insurer to whom any action has been assigned may through counsel enter an appearance on behalf of the defendant, file a defense, appear at the trial or take such other steps as it may deem appropriate on the behalf and in the name of the defendant, and thereupon, on the behalf and in the name of the defendant, may conduct his defense, take recourse to any appropriate method of review on behalf of, and in the name of, the defendant, and all such acts shall be deemed to be the acts of the defendant; but nothing contained herein shall deprive defendant of the right also to employ his own counsel, to participate in the defense of the action. All expenses incurred by the insurer in connection with any review or appeal prosecuted or defended by it from a judgment rendered in the action shall be borne by the fund, and its attorneys' fees in connection therewith shall be subject to approval by the court.

§ 7-609. *Judgment by default procedure.*

As soon as practicable after assignment of any claim or action to an insurer for investigation and defense, and if the Board finds that the defendant was negligent and that his negligence was the proximate cause of the accident from which the action arises, the Board shall negotiate with the plaintiff to obtain an offer of settlement of the claim or action. If the Board finds that the plaintiff's offer is reasonable, it shall submit the offer to the defendant for acceptance or rejection. If defendant accepts the offer, the plaintiff shall proceed to settlement as provided in Section 7-614. If defendant rejects the offer, the Board shall cause a notice to be served upon the defendant sent by registered mail to his last known address which shall state: (1) That the insurer to which the claim or action was assigned for defense shall withdraw from the claim or action without further notice at the expiration of thirty days from the date of the notice; (2) That defendant has thirty days from the date of the notice within which to engage counsel of his own selection to defend him in the claim or action and that his counsel shall enter his appearance for defendant within the thirty-day period or that defendant may enter an appearance in his own behalf in the claim or action within that period; and (3) That, if the provisions of item (2) hereinabove are not complied with, at any time after thirty days from the date of the notice and without further notice, judgment may be entered against him in the claim or action in the amount of the settlement offer. After the expiration of any thirty-day period of notice to a defendant, the Board may request the court to set the claim or action for a hearing. At the hearing the court may proceed in a summary manner, and if it is satisfied that this section or any other applicable provisions of this part have been complied with, it may enter judgment against the defendant in favor of the plaintiff in the amount of the settlement offer. The defendant has 10 days in which to appeal from the date of the entry of the judgment.