DARWIN NATIONAL ASSURANCE COMPANY
CLAIMS MADE PSYCHOLOGISTS’ PROFESSIONAL AND OFFICE LIABILITY POLICY

NOTICE: THIS POLICY PROVIDES CLAIMS MADE COVERAGE. A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION “SEXUAL MISCONDUCT” IN THE POLICY). PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR LEGAL OR INSURANCE ADVISOR.

We provide this Policy in consideration of the full payment of all premiums when due and in reliance upon the truthfulness of all of the statements in the application. The Policy consists of a Declarations Page, Insuring Agreement, Exclusions, Definitions and Coverage Conditions, and may also contain one or more endorsements. Endorsements alter the Policy. Terms printed in bold type have meanings referenced, in whole or in part, elsewhere in the Policy. Please read the Policy and all the endorsements carefully to determine what is and what is not covered, as well as the rights and duties of the parties under the Policy.

Subject to the applicable limits and all terms, conditions and exclusions of this Policy, We and You agree as follows:

I. WHAT THIS POLICY COVERS:
   A. Psychologists’ Professional Liability:
      We will pay on Your behalf, and subject to Our applicable Limit of Liability, amounts You are legally required to pay to others as judgments (including pre- and post-judgment interest) or settlements as the result of any Claim first made against You during the Policy Period for Your Wrongful Acts, or for the Wrongful Acts of others for whom You are legally responsible. The Wrongful Act must be in the conduct of Your profession as a Psychologist and must take place on or after the Retroactive Date specified in the Declarations.

   B. Premises Liability:
      We will pay on Your behalf, and subject to Our applicable Limit of Liability, amounts You are legally required to pay to others as judgments (including pre- and post-judgment interest) or settlements as the result of any Claim first made against You during the Policy Period for Bodily Injury or Property Damage caused by an Occurrence which takes place on the premises used principally in Your practice as a Psychologist and which takes place on or after the Retroactive Date specified in the Declarations.

   C. Costs Related to Proceedings:
      We will reimburse to You reasonable costs You incur, including reasonable fees charged by an attorney representing You, in the investigation or defense of any Proceeding arising from Your profession as a Psychologist and first brought during the Policy Period. The amount shown in Item 4(b) of the Declarations is the most We will reimburse to You in connection with any single Proceeding under this Policy Section I.C.

II. ADDITIONAL BENEFITS:
   We will provide the following benefits in addition to the Limits of Liability applicable to Policy Sections I.A. and I.B. With respect to any Claim, and subject to Section V., these benefits end after the Limits of Liability applicable to that Claim has been used up in paying judgments (including pre- or post-judgment interest) or settlements.
A. Defending and Settling Claims:

We have the right and duty to defend, at Our expense and using counsel selected by Us, any Claim against You covered under Section I.A. or I.B., even if the Claim is groundless or fraudulent. We have the right to investigate any Claim and, with Your written consent, to settle any Claim if We believe that settlement is proper. Our duty to defend a Claim against You will end if You refuse to consent to a settlement that We recommend and which the claimant will accept. From then on, You will have to defend that Claim at Your own expense and negotiate any settlement. Our liability for judgments or settlements with respect to that Claim will not be more than the amount for which We could have settled it if You had consented.

B. Post-Judgment Interest:

We will pay all interest on that amount of any judgment resulting from any covered Claim that is within Our applicable Limit of Liability, and that accrues after the entry of judgment but before We have paid, offered to pay, or deposited in court that part of the judgment that is within Our applicable Limit of Liability.

C. Legal Bonds:

We will pay premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a Claim We defend. However, We will only pay for bonds for amounts within Our applicable Limits of Liability. We have no obligation to appeal any decision or to obtain these bonds.

D. Costs Related to Defense:

We will pay reasonable cost, other than loss of earnings, We ask You to incur while helping Us defend a Claim. We will also pay up to $250 per day for loss of earnings, subject to a maximum amount of $5,000 for each Claim, if You must be away from Your practice at Our request to help Us defend a Claim.

III. WHEN A CLAIM IS COVERED:

A. Claims:

We will cover Claims first made against You during the Policy Period. You must give written notice of the Claims to Us or to Our authorized agent in accordance with Section VII.B. of this Policy. The Claims must be for Wrongful Acts or Occurrences taking place on or after the Retroactive Date, but before the end of the Policy Period.

B. Reported Wrongful Acts or Occurrences:

We will also cover Claims first made against You after the Policy Period, but only if those Claims are for Wrongful Acts or Occurrences of which You have given written notice to Us or to Our authorized agent in accordance with Section VII.C. of this Policy.

C. Optional Reporting Endorsement:

If You or We cancel or do not renew this Policy, You have the right to buy a reporting endorsement. You will not have this right if We cancel for non-payment of premium.

The reporting endorsement will apply only to Claims arising out of Wrongful Acts or Occurrences first taking place on or after the Retroactive Date, but before the end of the Policy Period. It will cover such Claims if they are first made against You after the Policy Period, and You report them in writing to Us or to Our authorized agent as soon as practicable after they are made, and in no event later than 60 days after You first become aware of a Claim against You. Any such Claims will be subject to the same Limits of Liability applicable to Policy Sections I.A. and I.B.; this reporting endorsement shall not increase or amend the applicable Limits of Liability.

To obtain the reporting endorsement You must request it from Us in writing within 60 days after the Policy Period ends and pay Us the premium when due. If You do so, We may not cancel the reporting endorsement. The premium will be the amount shown in Item 7 of the Declarations. If We do not receive Your written request and payment as required, You will have no right to buy a reporting endorsement at any later date.

If You die or become permanently disabled so You cannot continue as a Psychologist, We will not charge You a premium for the reporting endorsement. If You permanently retire as a Psychologist, and have been insured by Us or an affiliate for 5 consecutive years, We will not charge You for the reporting endorsement. If You permanently retire, but do not meet the other requirements, payment of a premium is required, and will be the amount shown in Item 7 of the Declarations. You or Your legal representative (as described in Section VII.I.) will still have to request the reporting endorsement from Us in writing within 60 days after the Policy Period ends. You or Your legal representative will have to give Us reasonable proof of death, permanent disability or permanent retirement. You or Your legal representative will also have to give Us written confirmation that during the past 5 years there have been no Claims against You for Sexual Misconduct, as described in the “Sexual Misconduct” section (Section VI.) of this Policy.

IV. EXCLUSIONS - CLAIMS NOT COVERED:

We will not cover any Claim:

A. Arising from Your dishonest, fraudulent, criminal, or malicious act, error, or omission, or that of any person for whose acts You are legally responsible. This exclusion will not apply to any individual who did not personally participate in such act, error, or omission;
B. Arising from Your ownership or operation of a hospital or other similar facility, or any other facility which provides bed and board or in-patient care, or a laboratory;

C. Arising from medical treatment, including the providing of drugs unless such treatment is provided under the written direction of a physician; This Exclusion shall not apply to Your use of biofeedback equipment customarily used in Your practice as a Psychologist.

D. Arising from disputes about Your fees, including, but not limited to, collecting fees from third parties and billing investigations by or on behalf of government entities or commercial payors;

E. Arising out of Your employment practices, including Claims involving the following: Discrimination against Your employees or prospective employees; breach of employment contract; Your failure or refusal to hire, employ or promote a person; Your demotion or discharge of a person; employment-related defamation, humiliation or harassment by You; retaliation against an employee; discipline or evaluation of an employee; or misrepresentations or misstatements to employees regarding the terms and conditions of their employment with You;

F. For Discrimination on any basis whatsoever against any person not employed by You;

G. For Wrongful Acts of a managerial or administrative nature. This Exclusion does not apply to Wrongful Acts that arise from Your professional activities as a member of a formal accreditation or professional review board of a hospital or professional society, or a professional licensing board;

H. By any other person or organization covered under this Policy, or for injury or damage sustained by any spouse or Household Member;

I. For Bodily Injury or Property Damage in any way involving any Automobile, watercraft, or aircraft;

J. For Bodily Injury or damage to Your employee or any independent contractor or employee of any independent contractor working for You, arising out of the course of his or her work for You, or to the spouse or relative of such employee or independent contractor as a consequence of injury or damage to the employee or independent contractor;

K. For which You or Your insurer may be held liable under any workers’ or unemployment compensation law, or disability benefits law, or any similar law;

L. Arising from copyright, trademark or patent infringement;

M. Arising from Property Damage to property You own, rent, occupy, borrow or use, or in Your care, or to premises You have sold, given away, or abandoned;

N. Arising out of any business relationship between You and any past or present patient or client;

O. Arising from any Wrongful Act committed with the knowledge that it was a Wrongful Act, or which, before the Effective Date of this Policy, You were aware of and could reasonably have foreseen might result in a Claim;

P. For fines, penalties, or punitive, exemplary, or multiplied damages. However, if permitted by law, We will pay, as part of the applicable Limits of Liability, up to $25,000 in punitive, exemplary, or multiplied damages You are liable to pay as the result of any covered Claim;

Q. Arising out of any Wrongful Act committed while You did not have a license, as required by law, or while Your license was suspended, or which is outside of the scope of authority granted under Your license, or any Wrongful Act committed while You were under the influence of a drug or intoxicant;

R. Caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, or destruction or seizure of property for use for a military purpose;

S. Arising from any procedure, treatment, course of treatment, or diagnosis that is outside the scope of Your specialty or training;

T. Arising from the design, manufacture, use, distribution, promotion, or sale of any medication, device or equipment, or protocols;

U. Arising in any way from fungi, including mold or mildew, or any by-products of fungi;

V. Arising out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any liability or obligation to test, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants;

W. Arising out of any misuse or improper release of confidential, private or proprietary information, or any other act, error or omission in violation of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any of its related regulations; provided, however, that this Exclusion W shall not apply to Claims alleging any misuse or improper release of confidential, private or proprietary information, in violation of HIPAA or any other law, if:

1. such release of information was in response to any threat to the personal safety or health of Your patient or other party; and

2. such Claim is brought by an individual or individuals solely in their capacity as a private party, and not by or on behalf of any governmental entity or agency.

X. Arising out of the rendering or failure to render psychological services by someone other than You, however, this Exclusion shall not apply to Your vicarious liability with regard to such psychological services;

Y. Arising out of Your activities as a mediator, including but not limited to the provision of Divorce Mediation Services, whether or not for a fee; provided that this Exclusion Y shall not apply to Your provision of Divorce Mediation Services, if:

1. prior to providing such services, You provide a written statement to all parties explaining Your role as a neutral and unbiased intermediary whom shall not act as an advocate for any one party;

2. You, in fact, act exclusively as a neutral and unbiased intermediary between the parties;

3. where You prepare, or assist in preparing, a written settlement agreement or other statement of agreement in connection with such Divorce Mediation Services, You advise all parties, in writing at the time such agreement is presented to the parties, to have such agreement reviewed independently by counsel of their choice prior to their execution of the agreement.

V. LIMITS OF LIABILITY:

A. Maximum Limits of Liability:

1. The amount shown in Item 4 (a) of the Declarations ("Each Wrongful Act or Series of Continuous, Repeated or
Interrelated *Wrongful Acts* or *Occurrences*) is the most **We** will be liable to pay under Sections I.A. and I.B. for any single **Claim**.

2. The amount shown in Item 4 (b) of the Declarations (“Costs Related to a **Proceeding**”) is the most **We** will reimburse **You** under Section I.C. for any single **Proceeding**.

3. The amount shown in Item 4 (c) of the Declarations (“Aggregate”) is the most **We** will be liable to pay for all **Claims** and all **Proceedings**, regardless of how many such **Claims** or **Proceedings** there are. This includes **Claims** covered under the “*Sexual Misconduct*” section (Section VI) of this Policy.

If **We** have named more than one Named Insured in Items 1(a) or 1(b) of the Declarations, the Limits of Liability shown in the Declarations will apply separately to each insured **We** have named, but only with respect to the coverage **We** provide under Sections I.A. and I.C.

**B. Effect of Paying Limits of Liability:**

If **We** have paid the Limit of Liability shown in Item 4 (c) of the Declarations, **We** will have no duty to pay any additional amount(s) in connection with any **Claim** or **Proceeding**, whether or not the Limit of Liability applicable to that particular **Claim** or **Proceeding** has been exhausted. Also, **We** will no longer have any duty to defend any **Claim** or to provide any of the Additional Benefits described in Section II of this Policy.

**C. Interrelationship of **Claims**:**

All **Claims** arising from the same **Wrongful Act** or **Occurrence** or from continuous, repeated or related **Wrongful Acts** or **Occurrences** will be treated as one **Claim**. Such **Claim** will be considered to have been first made when the first such **Claim** was made or the earliest such **Wrongful Act** or **Occurrence** was first reported to **Us**, whichever was first.

**D. Multiple Psychologists’ *Professional Liability Policies*:**

Two or more policies of Psychologists’ Professional Liability Insurance may have been issued by **Us** or an affiliate. These policies may also provide coverage for a **Claim** involving the same or continuous, repeated, or related **Wrongful Acts** or **Occurrences** for which **You** and persons or organizations covered in those other policies are jointly and severally liable. In such an event, and subject to the Limits of Liability shown in the Declarations, **We** shall not be liable under this Policy for a greater proportion of the total loss from that **Claim** than this Policy’s applicable Limit of Liability bears to the total applicable Limits of Liability under all such policies. In addition, the total amount payable under the applicable Limits of Liability under all such policies in connection with that **Claim** will not exceed the highest single per **Claim** Limit of Liability under any of such policies.

**VI. **SEXUAL MISCONDUCT:**

$25,000 is the most **We** will be liable to pay for all **Claims** against **You** involving any **Sexual Misconduct** by **You** or by any person for whom **You** may be legally responsible. If any **Sexual Misconduct** is alleged at any stage during a **Claim**, all allegations in that **Claim** which arise out of the same or related professional treatment or relationship will be subject to that $25,000 maximum. The $25,000 maximum is part of, and not in addition to, the limits of coverage shown in Items 4(a) and 4(c) of the Declarations. If **We** have paid this $25,000 maximum, **We** will no longer have any duty to defend any **Claim** involving any **Sexual Misconduct**.

**VII. OTHER PROVISIONS AFFECTING COVERAGE:**

A. Where Coverage Applies:

**We** cover **Wrongful Acts** and **Occurrences** taking place anywhere in the world. However, **We** cover such **Wrongful Acts** and **Occurrences** only if a **Claim** is made and brought in the United States of America, its territories and possessions, Puerto Rico or Canada.

B. What **You** Must Do in the Event of a **Claim**:

In order for a **Claim** to be covered:

1. **You** must give **Us** or **Our** authorized agent written notice of any **Claim** as soon as practicable after it is first made.

In no event shall such notice be made more than 60 days after the end of the **Policy Period**, unless **You** have obtained a reporting endorsement pursuant to Section III.C.; and

2. **You** must also, as soon as possible, record and notify **Us** of the specifics of the **Claim** and the date **You** first received notice of it; and

3. **You** must send **Us** or **Our** authorized agent all demands or legal papers **You** receive.

C. What to Do if **You** Become Aware of a **Wrongful Act** or **Occurrence** which Might Give Rise to a **Claim**:

If, during the **Policy Period**, **You** first become aware of a **Wrongful Act** or **Occurrence** which **You** believe may give rise to a **Claim**, in order for any resulting **Claim** to be covered, **You** must give **Us** or **Our** authorized agent written notice during the **Policy Period** of such **Wrongful Act** or **Occurrence**. In that notice, **You** must state when and where the **Wrongful Act** or **Occurrence** took place, the names and addresses of any witnesses and/or injured people, and the nature and location of any injury or damage. This provision does not apply to the optional reporting endorsement described in Section III.C.

D. **Your** Assistance and Cooperation:

**You** agree to cooperate with and help **Us** make settlements, enforce any legal rights **You** or **We** may have against anyone who may be liable to **You**, attend depositions, hearings and trials, secure and give evidence, and obtain the attendance of witnesses. **You** will not assume any financial obligation or pay out any money without **Our** prior consent. If **You** do, it will be at **Your** own expense.

E. **Lawsuits Against **Us**:**

No one can sue **Us** to recover under this Policy unless **You** have complied with all of its terms. A person or organization may sue **Us** to recover up to the Limits of Liability under this Policy, but only after **Your** liability has been decided by a trial after which a judgment has been entered, or by a written agreement signed by **You**, **Us**, and the party making the **Claim**.

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F. Other Insurance:
A Claim covered under this Policy may also be covered under another policy You have. In that event, this Policy will apply only in excess of such other coverage, no matter how such other coverage is described. This clause will not apply to coverage which is expressly stated to apply in excess of this specific Policy.

G. Recovering Damages From a Third Party:
You may be able to recover all or part of a loss from someone other than Us. If We make a payment under this Policy to You or on Your behalf, some or all of Your right to recover that loss may then belong to Us. You must do all that is possible after a loss to preserve any such right of recovery, so We will be able to pursue Our rights. You will do whatever is necessary, including signing documents, to help Us pursue Our rights.

H. Policy Changes:
This Policy contains all the agreements between You and Us or Our authorized agents concerning this insurance. The first Named Insured in the Declarations is authorized to make changes in this Policy, with Our consent. This Policy can only be changed by a written endorsement We issue and make a part of this Policy.

I. Assignment:
You cannot assign or transfer Your interest in this Policy without Our written consent attached to the Policy. If You die or are declared legally incompetent, Your rights and duties will be transferred to Your legal representative while acting within the scope of his or her duties as such. Until Your legal representative is appointed, anyone having temporary custody of Your property will be covered as to the Premises Liability coverage in Section I.B.

J. Special Rights and Duties of the First Named Insured:
You agree that when there is more than one person or organization covered under this Policy, the first Named Insured in the Declarations will act on behalf of all of You with respect to giving and receiving notice of cancellation, the payment of premiums and receipt of return premiums, and the acceptance of any endorsements to this Policy.

K. Representations:
By accepting this Policy, You agree that the particulars and statements in the application are true and that they are Your agreements and representations. You acknowledge that this Policy is issued in reliance upon the truth of those particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy and which are the basis for this Policy.

L. Bankruptcy:
You or Your estate’s bankruptcy or insolvency does not relieve Us of Our obligations under the Policy.

M. Cancellation:

CANCELLATION

1. You may cancel this Policy by mailing or delivering to Us advance written notice of cancellation.
2. We may cancel this Policy subject to the provisions below, by first class mail, or by delivery, of a written notice of cancellation to Your last mailing address known to Us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
3. We may cancel this Policy only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. Criminal acts committed by or at the direction of the insured;
   c. Suspension or revocation of the applicable license issued to You to practice Your profession;
   d. A determination by the commissioner that the continuation of the Policy could place Us in violation of the Massachusetts insurance laws.
4. Under Item M.3., We will give notice at least:
   a. 10 days before the effective date of cancellation, if We cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
   b. 60 days before the effective date, if We cancel for any other reason. The notice of cancellation will state the reason for cancellation.
5. If this Policy is cancelled, We will send the first Named Insured any premium refund due. If We cancel, the refund will be pro rata. If You cancel, the refund may be less than pro rata. The cancellation will be effective even if We have not made or offered a refund.

NONRENEWAL

If We decide not to renew this Policy, We will mail, by first class mail, or deliver written notice of nonrenewal to Your last mailing address known to Us, at least 60 days before the expiration date.

We need not mail or deliver this notice if You have:
1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Agreed not to renew this Policy.

N. Headings:
The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

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VIII. DEFINITIONS:

A. **Automobile** means a land vehicle (whether or not self-propelled) or trailer or semi-trailer, including any attached machinery or apparatus, whether or not subject to motor vehicle registration or designed for use principally on public roads.

B. **Bodily Injury** means bodily harm, sickness or disease, including any resulting death.

C. **Claim** means written notice received by **You** that someone intends to hold **You** responsible for a **Wrongful Act** or for an **Occurrence**. This includes a lawsuit or arbitration proceeding.

D. **Defamation** means the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.

E. **Discrimination** means unfair treatment or denial of services to any person based on his or her race, age, national origin, religion, disability of any kind, sex, sexual orientation, or any other protected status.

F. **Divorce Mediation Services** means mediation services provided by **You** to facilitate two parties in reaching an agreement in matters relating to the divorce or separation of the parties, including, but not limited to the division or distribution of tangible or intangible property, including drafting, or assisting in the drafting of, an unbiased written agreement among the parties.

G. **Household Member** means any person who regularly resides in the home with any of **You**.

H. **Mental Health Counselor** means an individual who is licensed or certified, as applicable, by the appropriate State Licensing Board or other governmental regulatory body, to engage in professional services as a mental health counselor, social worker, pastoral counselor, hypnotist, psychoanalyst, psychotherapist, life coach or marriage and family counselor, as defined by state laws and regulations, or any individual practicing other mental health disciplines, as approved by **Us**.

I. **Occurrence** means an accident, including continuous or repeated exposure to the same generally harmful conditions, but does not include the performance of, or failure to perform, any professional service in **Your** profession as a **Psychologist**; nor does it include **Defamation** or any other **Wrongful Act**.

J. **Policy Period** means the period commencing on the Effective Date shown in the Declarations. This period ends on the earlier of either the Expiration Date or the effective date of cancellation of this Policy. If **You** become an insured under this Policy after the Effective Date, then with respect to **Your** coverage, the **Policy Period** begins on the date **You** become an insured.

K. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

L. **Proceeding** means a hearing or disciplinary action before a state or other licensing board or governmental regulatory body involving allegations of unprofessional conduct, or a civil proceeding in which **You** are not a defendant but have been ordered to offer deposition testimony regarding treatment rendered to a patient, or a civil proceeding in which **You** are not a party but have received a subpoena for record production.

M. **Property Damage** means physical injury to or destruction of tangible property, including loss of use of it, or loss of use of tangible property which has not been physically injured or destroyed.

N. **Psychologist** means an individual with a masters degree or doctorate in psychology by an accredited college or university, and who is licensed or certified, as applicable, by the appropriate State Licensing Board or other governmental regulatory body, to engage in the practice of psychology, as defined by state laws and regulations. Where used throughout this Policy, the term **Psychologist** shall be deemed to include a **Mental Health Counselor**.

O. **Retroactive Date** means the date stated in Item 6 of the Declarations.

P. **Sexual Misconduct** means any type of actual, alleged, attempted, or proposed physical touching or caressing, or suggestion thereof by **You** or any person for whom **You** may be legally responsible, with or to any of **Your** past or present patients or clients, or with or to any relative or any person whom regularly resides with any such patient or client, or with or to any person with whom such patient or client or relative has an affectionate personal relationship, which could be considered sexual in nature and/or inappropriate to any psychological services being provided.

Q. **We, Us or Our** means the insurer specified in the Declarations.

R. **Wrongful Act** means any actual or alleged negligent act, error, or omission, or any actual or alleged **Defamation** solely in the performance of, or actual or alleged failure to perform, professional services for others in **Your** profession as a **Psychologist**, including **Your** services as a member of a formal accreditation or professional review board of a hospital or professional society, or professional licensing board.

S. **You or Your** means:

1. the individual, partnership, or corporation designated as Named Insured in Item 1 (a) of the Declarations, including any partner, executive officer, director or stockholder thereof, and the individual(s) designated as Additional Named Insureds in Item 1 (b) of the Declarations; and
2. any present or former employee, partner, executive officer, director or stockholder of the Named Insured designated in Item 1 (a) of the Declarations, but only while acting in his or her capacity as such;
3. any individual, partnership or corporation designated in Item 2 of the Declarations, but only as to matters for which a Named Insured may be liable; and
4. any other person or entity insured under this Policy via an Endorsement hereto.

In witness whereof, **We** have caused this Policy to be issued.