

**MUTUAL FUND / INVESTMENT ADVISER
PROFESSIONAL LIABILITY and
DIRECTOR & OFFICER LIABILITY
INSURANCE POLICY**



THIS IS A "CLAIMS MADE AND REPORTED" POLICY. SUBJECT TO ITS TERMS AND PROVISIONS, THIS POLICY ONLY AFFORDS COVERAGE FOR CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER IN WRITING DURING THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE. IN ADDITION, DEFENSE COSTS ARE INCLUDED IN AND WILL REDUCE THE LIMITS OF LIABILITY.

PLEASE READ THIS ENTIRE POLICY CAREFULLY. CONSULT YOUR BROKER OR OTHER REPRESENTATIVE IF YOU DO NOT UNDERSTAND ANY TERMS OR PROVISIONS OF THIS POLICY.

In consideration of the payment of the premium, and in reliance upon the statements made in the **Application**, which is incorporated into this Policy and forms a part hereof, the insurer identified on the Declarations, herein called the "**Insurer**", agrees as follows:

I. Insuring Agreements

A. Mutual Fund and Investment Adviser Liability Insurance

The **Insurer** shall pay, on behalf of any **Investment Adviser** or **Fund** or any of their **Insured Persons**, **Loss** arising from any **Claim** first made against them during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** during such period pursuant to the terms of this Policy.

B. Administrator, Distributor and Transfer Agent Liability Insurance

The **Insurer** shall pay, on behalf of any **Administrator**, **Distributor** or **Transfer Agent** or any of their **Insured Persons**, **Loss** arising from any **Claim** first made against them during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** during such period pursuant to the terms of this Policy.

C. Director and Officer Liability Insurance

1. The **Insurer** shall pay, on behalf of the **Directors and Officers**, **Loss** for which the **Company** has not indemnified them arising from any **Claim** first made against the **Directors and Officers** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** during such period pursuant to the terms of this Policy.
2. The **Insurer** shall pay, on behalf of the **Company**, **Loss** for which the **Company** has indemnified the **Directors and Officers** arising from any **Claim** first made against the **Directors and Officers** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the **Insurer** during such period pursuant to the terms of this Policy.

II. Definitions

- A. "**Administrative Services**" means any administrative duties performed or required to be performed for any **Fund** for compensation pursuant to an agreement between such **Fund** and the **Administrator**.

- B. **“Administrator”** means any entity listed by endorsement that renders **Administrative Services**.
- C. **“Application”** means:
1. the application for this Policy, and for any policy of which this Policy is a direct or indirect renewal or replacement, any attachment to any such application(s), any other materials submitted with or incorporated into any such application(s) and any documents submitted in connection with the underwriting of any such policy (ies); and,
 2. to the extent made by or required of the **Insureds**:

any public documents filed prior to the inception date of this Policy by the **Named Insured** with the Securities and Exchange Commission or any similar federal, state, local or foreign regulatory body, and any other written public statement or certification required by law to be made by the chief executive officer, chief financial officer or other executive officer of the **Named Insured** regarding the accuracy, completeness or adequacy of such **Insured’s** financial statements, SEC filings, or internal controls;

whether or not such public documents, statements or certifications are furnished to the **Insurer**.
- The **Insureds** agree that all warranties and representations contained in the **Application** are deemed made to the **Insurer**. The **Insureds** agree further that the **Application** is deemed attached to and incorporated into this Policy.
- D. **“Claim”** means:
1. a written demand for monetary relief made upon an **Insured** for a **Wrongful Act**;
 2. a civil or criminal proceeding for monetary or non-monetary relief against an **Insured** for a **Wrongful Act**, which is commenced by service of a complaint or similar pleading or return of an indictment or information in the case of a criminal proceeding;
 3. any administrative or regulatory proceeding against any of the **Insureds** for a **Wrongful Act**, which is commenced by receipt of a notice of charges; or
 4. any investigation of the **Insureds** for a **Wrongful Act** initiated by any governmental body or self-regulatory organization.
- D. **“Company”** means:
1. the **Named Insured** and any **Subsidiary** created or acquired on or before the inception date and time stated in Item 2. of the Declarations or, subject to General Conditions 9.D., during the **Policy Period**, including any such company as a debtor in possession under United States bankruptcy law or an equivalent status under foreign law; or
 2. any **Fund, Investment Adviser, Administrator, Distributor** or **Transfer Agent**.
- E. **“Company Takeover”** means:
1. the **Named Insured** consolidating with or merging into, or selling all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert, or
 2. any person or entity or group of persons and/or entities acting in concert that acquire an amount of the outstanding securities representing more than more than fifty percent (50%) of the outstanding stock or other interest representing the present right to vote, designate or select a majority of the board of directors of the **Named Insured**.

- G. **“Defense Costs”** means reasonable and necessary fees, costs and expenses consented to by the **Insurer** (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of a **Claim** against the **Insureds**, but excluding the **Company’s** overhead expenses or any salaries, wages, fees or benefits of any employees or **Directors and Officers** of the **Company**.
- H. **“Directors and Officers”** means any natural person who was, now is or shall be an officer or duly elected or appointed director, manager or member of the board of managers (if the **Company** is a limited liability company) of any **Company**, including their estates, heirs, or legal representatives in the event of their death, incompetency, insolvency or bankruptcy.
- I. **“Distributor”** means any entity listed by endorsement that renders **Distributor Services**.
- J. **“Distributor Services”** means any services as a principal underwriter (as defined in the Investment Company Act of 1940, as amended) performed or required to be performed for any **Fund** for compensation pursuant to an agreement between such **Fund** and the **Distributor**.
- K. **“Financial Insolvency”** means the appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Company**, or the **Company** becoming a debtor in possession under United States law or the equivalent of a debtor in possession under the law of any other country.
- L. **“Funds”** means any investment company registered under the Investment Company Act of 1940 listed by endorsement to this Policy or, subject to General Conditions 9.E., created or acquired during the **Policy Period**.
- M. **“Insureds”** means the **Company** and the **Insured Persons**.
- N. **“Insured Persons”** means:
1. with respect to Insuring Agreements A. and B., any natural person who was, now is or shall be an employee of any **Company**, including their estates, heirs, or legal representatives in the event of their death, incompetency, insolvency or bankruptcy; and
 2. with respect to Insuring Agreements C., the **Directors and Officers**.
- O. **“Interrelated Wrongful Acts”** means any **Wrongful Acts** that are:
1. similar, repeated or continuous; or
 2. connected by reason of any common facts, circumstance, situation, transaction, casualty, event, decision or policy or one or more series of facts, circumstances, situations, transactions, casualties, events, decisions or policies.
- P. **“Investment Adviser”** means any entity listed by endorsement that renders **Investment Advisory Services** to any **Fund** or to other customers.
- Q. **“Investment Advisory Services”** means any financial, economic or investment advice regarding investments or investment management services performed or required to be performed for or on behalf of a **Fund** or other customers for a fee, commission or other monetary consideration or other remuneration which inures to the benefit of the **Investment Adviser** pursuant to an agreement between such **Fund** or customer and the **Investment Adviser**.

- R. **“Loss”** means damages, judgments, settlements and **Defense Costs**; however, **Loss** shall not include:
1. civil or criminal fines or penalties imposed by law;
 2. punitive or exemplary damages or the multiplied portion of multiplied damages;
 3. taxes;
 4. any fees, commissions or other compensation (including any allegedly excessive or improper fees such as fees under a 12b-1 plan of distribution) and that portion of any settlement or award equal to such fees, commissions or other compensation;
 5. any amount for which the **Insureds** are not financially liable or which is without legal recourse to the **Insureds**; or
 6. any matter which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- S. **“Named Insured”** means the entity identified in Item 1. of the Declarations.
- T. **“Policy Period”** means the period of time from the inception date and time stated in Item 2. of the Declarations to the earlier of the expiration date and time stated in Item 2. of the Declarations or the effective date and time of the cancellation of this Policy.
- U. **“Pollutants”** means:
1. any substance that exhibits any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any foreign, state, county, municipal or local counterpart thereto, including, but not limited to, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, dust, soot, fumes, acids, alkalis, chemicals or waste materials (including but not limited to materials to be recycled, reconditioned or reclaimed, sewage or waste water, nuclear materials, infectious or medical waste); or
 2. any air emission, magnetic or electric waves or emissions, odor, oil or oil products, asbestos or asbestos products, fibers, mold, spores, fungi, germs, bacteria, viruses or any noise.
- V. **“Subsidiary”** means any corporation or limited liability company during any time in which the **Named Insured** owns, directly or indirectly through one or more of its **Subsidiaries**, more than fifty percent (50%) of the outstanding stock or other interest representing the present right to vote, designate or select a majority of the board of directors of a corporation or the management board of a limited liability company.
- W. **“Transfer Agent”** means any entity listed by endorsement that renders **Transfer Agent Services**.
- X. **“Transfer Agent Services”** means the maintenance of records of securities owners, the cancellation and issuance of certificates evidencing such ownership, and the responsibility for resolving any problems that might arise from lost, stolen or destroyed certificates performed or required to be performed for others by any **Transfer Agent** for compensation pursuant to an agreement between the **Company** and the **Transfer Agent**.
- Y. **“Wrongful Act”** means:
1. with respect to Insuring Agreement A., any breach of duty, neglect, error, misstatement, misleading statement, omission or act by:
 - a. any **Investment Adviser** or its **Insured Persons** in rendering or failing to render **Investment Advisory Services**; or

- b. any **Fund** or its **Insured Persons** in the course of the management or operation of the **Funds**;
- 2. with respect to Insuring Agreement B., any breach of duty, neglect, error, misstatement, misleading statement, omission or act by:
 - a. any **Administrator** or its **Insured Persons** in rendering or failing to render **Administrative Services**;
 - b. any **Distributor** or its **Insured Persons** in rendering or failing to render **Distributor Services**; or
 - c. any **Transfer Agent** or its **Insured Persons** in rendering or failing to render **Transfer Agent Services**; and
- 3. with respect to Insuring Agreement C., any breach of duty, neglect, error, misstatement, misleading statement, omission or act by any of the **Directors and Officers** in their respective capacities as such, or any matter claimed against any of the **Directors and Officers** solely by reason of their status as **Directors and Officers**.

III. Exclusions

This Policy provides no coverage in connection with any **Loss** arising from any **Claim**:

- A. brought about or contributed to by the gaining in fact of any profit or advantage to which an **Insured** was not legally entitled or the committing in fact of any criminal act, if such profit or advantage or criminal act is established by:
 - 1. admission of any **Insured** evidenced in written form; or
 - 2. any judgment, final adjudication or alternative dispute resolution proceeding;
- B. brought about or contributed to by the committing in fact of any deliberately fraudulent act, deliberate conflict of interest, or deliberate violation of any statute or related regulation if such deliberately fraudulent act, deliberate conflict of interest, or deliberate violation of any statute or related regulation is established by:
 - 1. admission of any **Insured** evidenced in written form; or
 - 2. any judgment, final adjudication or alternative dispute resolution proceeding;

provided that for the purpose of determining the applicability of Exclusions A. and B., the **Wrongful Act** of any natural person who was, now is or shall be a duly elected or appointed director, officer or employee of the **Company** shall not be imputed to any other director, officer or employee, but such **Wrongful Act** shall be imputed to the **Company**;

- C. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any actual or alleged bodily injury, mental anguish or emotional distress, sickness, disease, death of any person, libel, slander, defamation or disparagement, violation of any person's right of privacy, or damage to or destruction of any tangible property, including the loss of use thereof;
- D. for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, or amendments thereto or any similar provisions of state statutory law or common law in connection with any pension or welfare plan established in whole or in part for the employees of the **Company**;

- E. by, on behalf of or in the right of the **Insureds**, in any respect and whether or not collusive; provided, however, this exclusion does not apply to:
1. any **Claim** made in any **Insured's** capacity as a customer or client of the **Company**;
 2. any **Claim** by any of the **Insured Persons** for contribution or indemnity, if such **Claim** directly results from another **Claim** covered under this Policy; or
 3. any **Claim**, that in the opinion of independent counsel selected jointly by the **Insured** and the **Insurer**, failure to make such **Claim** would result in liability upon such **Insured** for such failure;
- F. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
1. any demand, suit, proceeding or other claim or any investigation of which any **Insured** had notice pending on or prior to the Pending or Prior Date stated in Item 5. of the Declarations; or
 2. any fact, matter, circumstance, situation, transaction or event underlying or alleged in such demand, suit, proceeding, claim or investigation;
- regardless of the legal theory upon which such **Claim** is predicated;
- G. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
1. any **Wrongful Act** occurring on or prior to the Retroactive Date set forth in Item 7. of the Declarations; or
 2. any **Wrongful Act** occurring after the Retroactive Date set forth in Item 7. of the Declarations which, together with a **Wrongful Act** occurring on or prior to such Retroactive Date, would constitute **Interrelated Wrongful Acts**;
- H. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
1. the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or
 2. any direction to test for, treat, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- including but not limited to any **Claim** alleging damage to the **Company**, its security holders or its creditors;
- I. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any **Insured's** activities as a mortgage broker, underwriter (as defined in section 2.11 of the Securities Act of 1933) or "broker" or "dealer" (as defined in section 3(a)(4) and 3(a)(5), respectively, of the Securities Exchange Act of 1934); provided that a broker or dealer may include a "bank" as defined in section 3(a)(6) of Securities Exchange Act of 1934;
- J. for liability under any contract or agreement; provided, however, this exclusion shall not apply to:
1. any liability that would attach even in the absence of such contract or agreement; or
 2. any **Claim** by any customer or client of the **Company** for rendering or failing to render **Investment Advisory Services**;

- K. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving rendering or failing to render advice or other services to any customer or client of the **Company** in connection with any merger, acquisition, restructuring, divestiture, tender offer, proxy contest, leveraged buy-out, going private transaction, insolvency or reorganization, offering of debt or equity securities, dissolution, sale of any entity or its assets or fairness opinion valuing any entity or its assets;
- L. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving the formation, syndication, operation, administration, advising or rolling-up of a limited partnership or real estate investment trust; provided, however, this exclusion shall not apply to the performance of **Investment Advisory Services** by a limited partnership other than real estate limited partnership where the **Insured** does not act as a general partner to the limited partnership and such limited partnership is not otherwise owned, operated or managed by any **Insureds**;
- M. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving the insolvency, conservatorship, receivership, bankruptcy or liquidation of any bank or banking firm, insurance company, investment company, investment banker or any broker or dealer in securities or other commodities, or any other organization of a similar nature, or the failure to pay or suspension of payment by any such entity;
- N. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving:
1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other policy; or
 2. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** which has been the subject of such claim or notice, would constitute **Interrelated Wrongful Acts**; or
- O. arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any failure, malfunction or breakdown of any computer, electrical, electronic or mechanical systems, or machines;

IV. Limits of Liability and Retentions

- A. Subject to the Section B. hereof, the Limit of Liability applicable in Item 3. of the Declarations to each Insuring Agreement is the limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and the Discovery Period (if applicable) under such Insuring Agreement.
- B. The Aggregate Limit of Liability stated in Item 3. of the Declarations is the maximum aggregate limit of the **Insurer's** liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** and the Discovery Period (if applicable) under the Policy; however, any Limits of Liability for the Discovery Period are part of, and not in addition to, the Limits of Liability for the **Policy Period**.
- C. If the Limit of Liability for any Insuring Agreement is exhausted by payment of **Loss**, the **Insurer's** obligations under such Insuring Agreement shall be completely fulfilled and extinguished. If the Aggregate Limit of Liability is exhausted by payment of **Loss**, the **Insurer's** obligations under this Policy shall be completely fulfilled and extinguished.
- D. If different parts of a single **Claim** are subject to more than one Limit of Liability, then the highest applicable Limit of Liability shall apply to such **Claim**.

- E. The **Insurer** shall only be liable for that part of covered **Loss** that is in excess of the applicable Retention amount stated in Item 4. of the Declarations arising from a **Claim**, such Retention amount to be borne by the **Insureds** uninsured and at their own risk.
- F. **Defense Costs** are part of, and not in addition to, the applicable Limit of Liability and the **Insurer's** payment of **Defense Costs** shall reduce and may exhaust such Limit of Liability.
- G. If different parts of a single **Claim** are subject to more than one Retention, each applicable Retention will be applied separately to each part of such **Claim**, but the sum of such Retentions shall not exceed the largest applicable Retention.

V. **Defense, Indemnification and Cooperation**

- A. The **Insurer** shall advance, at the written request of the **Insured**, **Defense Costs** prior to the final disposition of a **Claim**. Such advance payments by the **Insurer** shall be repaid to the **Insurer** by the **Insureds** or the **Company**, severally according to their respective interests, to the extent that the **Insureds** or the **Company** shall not be entitled under the terms and conditions of this Policy to payment of such **Loss**.
- B. The **Insureds**, and not the **Insurer**, have the duty to defend any **Claim** made against the **Insureds**. The **Insurer** shall be entitled to effectively associate in the defense and the negotiation of any settlement of any **Claim**. The **Insureds** shall give the **Insurer** full cooperation and shall not admit or assume any liability, make any settlement offer, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** without the prior written consent of the **Insurer**. Only those settlements, stipulated judgments and **Defense Costs** to which the **Insurer** has consented shall be recoverable as **Loss** under this Policy. The **Insurer's** consent shall not be withheld unreasonably, provided that the **Insurer** shall be entitled to full information and all particulars it may request as to such **Claim**.
- C. The **Company** agrees, as a condition to the coverage afforded under this Policy, to provide indemnification and advancement to the **Directors and Officers** to the fullest extent permitted by law. The certificate of incorporation, charter, articles of association or other organizational documents of the **Company**, including bylaws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Directors and Officers** to the fullest extent permitted by law.

VI. **Notice of Claim and Multiple Claims**

- A. As a condition precedent to the obligation of the **Insurer** under this Policy, the **Insureds** shall give the **Insurer** written notice of any **Claim** made against an **Insured** as soon as practicable, but in no event later than either:
 - 1. the end of the **Policy Period** or the Discovery Period (if applicable); or
 - 2. thirty (30) days after the end of the **Policy Period**, as long as such **Claim** is first made within the final thirty (30) days of the **Policy Period**.
- B. If during the **Policy Period**, the **Insureds** become aware of a specific **Wrongful Act** which reasonably may be expected to give rise to a **Claim** being made against the **Insureds** and give written notice to the **Insurer** of the specific **Wrongful Act**, the reasons for anticipating such a **Claim**, the identities of the potential claimants and the **Insureds** allegedly responsible for such specific **Wrongful Act**, the amount of actual or potential damages, and the circumstances by which the **Insureds** first became aware of such specific **Wrongful Act**, then any **Claim** subsequently made against the **Insureds** based upon or arising out of such specific **Wrongful Act**, shall be deemed to have been made at the time such notice was received by the **Insurer**.

- C. The **Insureds** shall give notice to the **Insurer** under this Section as specified in Item 10. of the Declarations.

VII. **Single Claim/Interrelated Wrongful Acts**

All **Claims** based upon or arising out of the same **Wrongful Act** or out of **Interrelated Wrongful Acts** shall be considered a single **Claim**, and each such single **Claim** shall be deemed to have been made on the earlier of the following:

- A. when the earliest **Claim** arising out of such **Wrongful Act** or **Interrelated Wrongful Acts** first was made; or
- B. when notice pursuant to Section 6.B. above of a specific **Wrongful Act** giving rise to such **Claim** was given.

VIII. **Discovery Period**

- A. If the **Named Insured** cancels or if the **Insurer** or the **Named Insured** refuses to renew this Policy, the **Named Insured** shall have the right, upon payment of an additional premium of percent of the premium stated in Item 6. of the Declarations, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of time specified in Item 6. of the Declarations immediately following the effective date of such cancellation or non-renewal, but only with respect to any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Such period shall be referred to as the "Discovery Period". The right to purchase the Discovery Period shall terminate, however, unless the **Insurer** receives within thirty (30) days of the effective date of cancellation or non-renewal, written notice of such election together with the additional premium due.
- B. The additional premium for the Discovery Period shall be fully earned at the inception of the Discovery Period. The Discovery Period is not cancelable.

IX. **General Conditions**

A. Cancellation and Non-Renewal

1. The **Insurer** may only cancel this Policy for non-payment of any premium when due by providing written notice to the **Named Insured** stating when, not less than ten (10) days thereafter, such cancellation shall be effective.
2. The **Named Insured** may cancel this Policy by providing written notice to the **Insurer** at the address stated in Item 10. of the Declarations stating when thereafter such cancellation shall be effective. The **Insurer** shall retain the customary short rate proportion of the premium herein. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
3. If the **Insurer** decides not to renew this Policy, the **Insurer** shall provide written notice to the **Named Insured** at least sixty (60) days prior to the end of the **Policy Period**. The notice shall include the reason for such non-renewal. In no event shall a change in Retention amount, premium, Limit of Liability or other terms and conditions upon renewal constitute a refusal by the **Insurer** to renew this Policy.
4. Any notices to be given to the **Named Insured** under this section shall be provided to the **Named Insured** at the last known principal address and to its insurance agent or broker. The mailing by certified mail of such notice shall be sufficient.

B. Action Against the Insurer

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial or by written agreement of the **Insureds**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Insurer** as party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives. Bankruptcy or insolvency of the **Company** or the **Insureds** shall not relieve the **Insurer** of any of its obligations hereunder.

C. Company Takeover

If during the **Policy Period** there is a **Company Takeover**, then this Policy shall continue in full force and effect as to **Wrongful Acts** occurring prior to the effective time of the **Company Takeover**, but there shall be no coverage afforded under this Policy for any actual or alleged **Wrongful Act** occurring after the effective time of the **Company Takeover**. This Policy may not be canceled after the effective time of the **Company Takeover** and the entire premium for this Policy shall be deemed earned as of such time. The **Named Insured** shall give the **Insurer** written notice of the **Company Takeover** as soon as practicable but not later than 30 days after the effective date of the **Company Takeover**.

D. Mergers, Consolidations and Acquisitions

1. If during the **Policy Period** the **Company** acquires another entity by merger or by consolidation with a **Subsidiary**, acquires all or substantially all of the assets of another entity or creates or acquires a **Subsidiary** and if the assets under management, gross annual fees or assets of the entity acquired through such transaction are ten percent (10%) or less of the total consolidated assets under management, gross annual fees or assets of the **Named Insured** as set forth in Item 8. of the Declarations then, subject to all the other provisions of this Policy, coverage shall automatically apply to any **Claim** involving the merged or consolidated entity, **Subsidiary** or assets.
2. If during the **Policy Period** the **Company** acquires another entity by merger or by consolidation with a **Subsidiary**, acquires all or substantially all of the assets of another entity, or creates or acquires a **Subsidiary** and if the assets under management, gross annual fees or assets of the entity acquired through such transaction are more than ten percent (10%) of the total consolidated assets of the **Named Insured** as set forth in Item 8. of the Declarations then, subject to all the other provisions of this Policy, no coverage shall apply to any **Claim** made against any such **Subsidiary** or its **Insured Persons** or against any persons who become **Insured Persons** as a result of the merger, consolidation or acquisition of assets unless the **Named Insured** provides the **Insurer** with full particulars of such transaction, agrees to any additional premium and/or amendment of the provisions of this Policy the **Insurer** requires and pays any premium required.

3. There shall be no coverage for (a) any **Wrongful Act** by any persons who become **Insured Persons** as a result of the merger, consolidation or acquisition of assets or by any such **Subsidiary** or any of its **Insured Persons** if such **Wrongful Act** occurred prior to the consummation of a transaction described in 1. or 2. above, or (b) any other **Wrongful Act** by any such **Subsidiary** or its **Insured Persons** whenever occurring which, together with a **Wrongful Act** that occurred prior to the consummation of such transaction, would constitute **Interrelated Wrongful Acts**.
4. There shall be no coverage for any **Wrongful Act** of any **Subsidiary** or any of its **Insured Persons** occurring on or after the date such entity ceases to be a **Subsidiary**.

E. Acquisition or Creation of Funds

1. If during the **Policy Period** the **Company** creates or acquires a **Fund** and if the total consolidated assets of such **Fund** are less than or equal to the amount set forth in Item 9. of the Declarations then, subject to all the other provisions of this Policy, coverage shall automatically apply to any **Claim** involving such **Fund**.
2. If during the **Policy Period** the **Company** creates or acquires a **Fund** and if the total consolidated assets of such **Fund** are greater than the amount set forth in Item 9. of the Declarations, no coverage shall apply to any **Claim** made involving such **Fund** unless the **Named Insured** provides the **Insurer** with full particulars of such acquisition or creation, agrees to any additional premium and/or amendment of the provisions of this Policy the **Insurer** requires and pays any premium required.
3. There shall be no coverage for (a) any **Wrongful Act** by any such **Fund** or its **Insured Persons** if such **Wrongful Act** occurred prior to the consummation of a transaction described in 1. or 2. above, or (b) any other **Wrongful Act** by any such **Fund** or its **Insured Persons** whenever occurring which, together with a **Wrongful Act** that occurred prior to the consummation of such transaction, would constitute **Interrelated Wrongful Acts**.
4. There shall be no coverage for any **Wrongful Act** of any **Fund** or any of its **Insured Persons** occurring on or after the date such **Fund** ceases to receive **Investment Advisory Services** from the **Investment Adviser**.

F. Representations

The **Insureds** agree that the **Application** is deemed attached to this Policy and incorporated herein. The **Insureds** further agree that all statements, representations and information contained in or incorporated into the **Application** are their representations and are material to the acceptance of the risk assumed by the **Insurer** under this Policy. This Policy is issued in reliance upon the truth of such representations.

The **Insureds** further agree that in the event of any material misstatement, misrepresentation or omission in the **Application**, this Policy will be void as to any **Insured** who knew of such misstatement, misrepresentation or omission and as to any **Insured** to whom such knowledge is imputed. For the purpose of determining such imputation, the **Insureds** agree that any knowledge possessed by the Chief Executive Officer, the Chief Financial Officer, the in-house General Counsel, the Risk Manager, the President or the Chairman of the Board of Directors of the **Named Insured** shall be imputed to the **Company**. In no event shall the knowledge of any of the **Insured Persons** be imputed to any other of the **Insured Persons**.

G. Other Insurance

Such coverage as is provided by this Policy shall apply only as excess over any other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the Limit(s) of Liability provided by this Policy. This Policy shall specifically be excess of any other valid and collectible insurance pursuant to which any other insurer has a duty to defend a **Claim** for which this Policy may be obligated to pay **Loss**.

H. Subrogation

1. In the event of payment under this Policy, the **Insurer** shall be subrogated to the extent of such payment to all of the rights of recovery of the **Insureds** against any person or organization. The **Insureds** shall execute and deliver all papers and instruments required and shall do whatever else is necessary to enable the **Insurer** effectively to bring suit in their name and otherwise secure such rights. The **Insureds** shall do nothing to prejudice any such rights.
2. Any amount recovered after payment under this Policy shall be apportioned in the inverse order of payment to the extent of the actual payment. The expenses incurred in obtaining any such recoveries shall be apportioned in the ratio of the respective recoveries.

I. Assignment

This Policy and any and all rights hereunder are not assignable without the written consent of the **Insurer**.

J. Entire Agreement

By acceptance of this Policy, the **Insureds** and the **Insurer** agree that this Policy (including the **Application**) and any written endorsements attached hereto constitute the entire agreement between the parties.

K. Conformity with Statute

Any terms of this Policy which are in conflict with the terms of any applicable laws construing this Policy are hereby amended to conform to such laws.

L. Authorization

The **Insureds** agree that the **Named Insured** will act on behalf of all of the **Insureds** with respect to the payment or return of premium, the receipt and acceptance of any endorsements, the cancellation of the Policy, the negotiation of renewal, and the giving and receiving of any notice provided for by the terms and conditions of this Policy.

M. Bankruptcy

The bankruptcy or insolvency of any **Insured** or of any **Insured's estate** shall not relieve the **Insurer** of any of its obligations hereunder.

N. Worldwide Territory

The Policy shall apply to **Claims** made against the **Insureds** anywhere in the world.

X. Service of Suit

If the **Insurer** fails to pay any amount claimed to be due under this Policy, the **Insurer**, at the request of any of the **Insureds**, will submit to the jurisdiction of any court of competent jurisdiction within the United States, and will comply with all requirements necessary to give such court jurisdiction. Nothing in this Clause constitutes or should be understood to constitute a waiver of the **Insurer's** rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

The **Insurer** hereby designates the Superintendent, Commissioner or Director of Insurance or similar officer specified by law for that purpose, or his or her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of any **Insured** under the Policy. Upon receipt of process lawfully served, that official may mail such process to Claim Manager- Professional Liability at the address stated at Item 10. of the Declarations.

XI. Headings

The descriptions in the headings and any subheading of this policy (including any titles given to any endorsement attached hereto) are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

This Policy shall not be valid unless completed by the attachment hereto of a Declaration Page and signed by a duly authorized representative of the **Insurer**.