Aberdeen Income Credit Strategies Fund Form 40-17G
November 28, 2018
November 28, 2018
November 26, 2016
<u>VIA EDGAR</u>
Attention: Filing Desk
Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549
Abardoon Income Credit Strategies Fund (the Fund) (File Number 811 22485)
RE: Aberdeen Income Credit Strategies Fund (the Fund) (File Number 811-22485)
Ladies and Gentlemen:
Pursuant to Rule 17g-1 under the Investment Company Act of 1940, as amended (1940 Act), enclosed for filing on behalf of the Fund please find: (i) a copy of the Fund s Financial Institutions Bond, Policy Number B080141048P17 (the Bond); and (ii) a copy of the resolutions approved by the Board of Directors of the Fund at a Board meeting on September 5, 2018, which authorize the purchase of the Bond in a form and in an amount which is consistent with Rule 17g-1(d) under the 1940 Act.
Premiums have been paid for the period from December 1, 2018 to May 14, 2019. The bond is written for a \$900,000 limit of liability.
Sincerely,
/s/Alan Goodson Alan Goodson, Vice President

Aberdeen Income Credit Strategies Fund

Enclosures

1735 Market Street, 32nd Floor

Philadelphia, PA 19103

Resolution for Approval of Fidelity Bond

After discussion,	upon motion duly	made and secon	ided, the follow	ing resolution	was unanimously	adopted at the	September 5, 2	2018 Board
meeting:								

RESOLVED, that the term of the Fund's Trustees and Officers /Errors and Omissions insurance policy issued by Axis Specialty Europe Limited be, and it hereby is, extended to May 14, 2019, subject to such changes as the Fund's officers, with the advice of Fund counsel and Independent Trustee counsel, may deem necessary or appropriate; and it is further

RESOLVED, that any officer or Trustee of the Fund be, and hereby is, authorized to execute any documents and take all other actions as may be required to extend the Willis Towers Watson policy.

Fidelity Bond

RESOLVED, that the appropriate officers of the Aberdeen Income Credit Strategies Fund (the Fund) be, and hereby are, authorized and directed to take and/or ratify all necessary action for the Fund to extend fidelity bond coverage (Fidelity Bond) to May 14, 2019 subject to such changes as the Fund s officers with the advice of counsel, may deem necessary or appropriate; and it is further

RESOLVED, that the Trustees and the appropriate officers of the Fund, or any of them, are authorized by the Board to make any and all payments, including the payment of the Fund s premium for the Fidelity Bond, and to do any and all other acts, in the name of the Fund and on its behalf, as they, or any of them, may determine to be necessary or desirable and proper in connection with or in furtherance of the foregoing resolutions.

SECTION B - CRIME POLICY

DECLARATIONS

Policy Number:		B080141048P17
Item 1.	Named Insured:	ABERDEEN INCOME CREDIT STRATEGIES FUND
	Principal Address:	1735 Market Street, 32nd Floor,
		Philadelphia PA, 19103,
		USA
Item 2.	Policy Period:	From: 27th January, 2018 To: 1st December, 2018
		both days at 12:01 a.m. local time at the Principal Address stated in Item 1 above.
Item 3.	Limit of Liability:	USD 900,000 in the aggregate.
Item 4.	Single Loss Limit:	USD 900,000, each Single Loss reducing to:
		4.1 USD 100,000 each Single Loss under Insuring Agreement 1.8 (Stop Payment Order Liability);
		4.2 USD 100,000 each Single Loss under Insuring Agreement 1.9 (Uncollectable Items of Deposit); and
		4.3 USD 100,000 each Single Loss under Insuring Agreement 1.10 (Audit Expense); and
		4.4 USD 100,000 each Single Loss under Insuring Agreement 1.11 (Unauthorized Signatures); and

4.5

Fraud.

USD 100,000 each **Single Loss** in respect of the cover

provided by sub-clause (e) of the definition of **Computer or Telephonic**

Item 5.	Sub-Limits:	The following sub-limit applies to the stated cover.		
		Insuring Agreement 1.13 (Fraudulent Retention of Funds or Property):		
		USD 500,000 in the aggregate		
		The amount shown above shall be a part of, and not in addition to, the Limit of Liability .		
Item 6.	Single Loss Deductible:	USD 0, increasing to:		
		6.1 USD 2,500 each Single Loss under Insuring Agreement 1.8 (Stop Payment Order Liability);		
		6.2 USD 2,500 each Single Loss under Insuring Agreement 1.9 (Uncollectable Items of Deposit); and		
		6.3 USD 2,500 each Single Loss under Insuring Agreement 1.10 (Audit Expense); and		
		6.4 USD 2,500 each Single Loss under Insuring Agreement 1.11 (Unauthorized Signatures).		
Item 7.	Premium:	Included within Professional Liability and Directors and Officers Liability Section		
Item 8.	Amount of Fund Assets:	USD 201,000,000		
Item 9.	Responsible Person:	The First Named Insured s Chief Compliance Officer (or designated alternate).		
Item 10.	Prior Policy:	None		

SECTION B - CRIME POLICY

The **Insurer** hereby undertake and agree, in consideration of the payment, or promise to pay, to the premium specified in the Declarations to indemnify the **Insured** for **Loss Discovered** during the **Policy Period** or the **Extended Reporting Period** (if applicable), up to an amount not exceeding the **Limit of Liability**, to the extent and in the manner provided in this policy.

1.	INSURING AGREEMENTS
1.1	Fidelity
Loss resulting fro	om dishonest or fraudulent acts or Theft committed by an Employee acting alone or in collusion with
However, with regard obtain financial benefit	rds to Loans and Trading , such dishonest or fraudulent acts or Theft must be committed by the Employee with the intent to efit for:
(a)	the Employee ; or
(b)	any person or organization in collusion with such Employee ; or
(c) an improper fina	any other person or organization (who were not a counterparty) intended by such Employee to make notial benefit.
including: salaries, of sharing paid to an E	ring Agreement, financial benefit does not include any employee benefits earned in the normal course of employment commissions, fees, bonuses, promotions, awards, profit sharing or pensions other than bonuses, commissions or profit mployee for a specific transaction with which such Employee was involved and in respect of which that Employee had est or fraudulent act covered under this policy.

On Premises

1.2

	coss resulting from the physical loss of, destruction of, damage to, or mysterious unexplainable property while such Property is lodged or deposited within offices or premises located anywhere.
(b) L	Loss resulting from the loss of or damage to:
	furnishings, fixtures, supplies or equipment within an office of the Insured covered under this rectly from larceny or theft in or by burglary or robbery of such office, or attempt thereat, or by clous mischief; or
	such office resulting from larceny or theft in, or by burglary or robbery of such office or attempt aterior of such office by vandalism or malicious mischief,
provided that:	
1) such loss or damag	the Insured is the owner of such furnishings fixtures, supplies, equipment, or office or is liable for ge; and
2)	the loss is not caused by fire.

In Transit

1.3

Loss resulting from the physical loss of, destruction of, damage to, or mysterious unexplainable disappearance of Property while such Property is in transit anywhere in the custody of:
(a) a natural person acting as a messenger of the Insured (or another natural person acting as messenger or custodian during an emergency arising from the incapacity of the original messenger); or
(b) a Transportation Company and being transported in an armoured motor vehicle; or
(c) a Transportation Company and being transported in a conveyance other than an armoured motor vehicle, provided that covered Property transported in such manner is limited to the following:
(i) records, whether recorded in writing or electronically; and
(ii) Certificated Securities issued in registered from and not endorsed, or with restrictive endorsements; and
(iii) Negotiable Instruments not payable to bearer or not endorsed or with restrictive endorsements.
Special Condition
Coverage under this Insuring Agreement begins immediately upon the receipt of such Property by the natural person or Transportation Company and ends immediately upon delivery to the designated recipient or its agent.
1.4 Forgery or Alteration
Loss resulting from:

(a) Acceptance, Wood Credit;	Forgery or alteration of, on or in any Negotiable Instrument (except an Evidence of Debt), ithdrawal Order, receipt for the withdrawal of funds or Property, Certificate of Deposit or Letter
or any Financia	transferring, paying, redeeming or delivering funds or Property or establishing any credit or giving a faith of any written or printed instructions, advices, requests or applications directed to the Insured I Organization acting on behalf of the Insured , which instructions, advices, requests or applications been signed or endorsed by:
(i)	any customer or client of the Insured ;
(ii)	any shareholder of or subscriber to shares issued by any Fund; or
(iii)	any financial institution,
	ons, advices, requests or applications either bear a signature which is a Forgery or have been altered without the knowledge customer, client, shareholder, subscriber or financial institution;
(c)	any Financial Organization transferring, paying, redeeming or delivering funds or

Property or establishing any credit or giving any value on the faith of any written or printed instructions, advices requests or applications which instructions, advices, requests or applications purport to have been signed by or on behalf of the **Insured** but which instructions, advices, requests or applications either bear a signature which is a **Forgery** or have been fraudulently altered.

Special Condition	
A mechanically rep	roduced facsimile signature is treated the same as a handwritten signature.
1.5	Securities
	om the Insured , or any Financial Organization acting on behalf of the Insured , having in good faith unt or for the account of others:
(a) original:	acquired, sold or delivered, or given value, extended credit or assumed liability on the faith of any
(i)	Certificated Security;
(ii) property;	deed, mortgage or other instrument conveying title to or creating or discharging a lien upon real
(iii)	Evidence of Debt;
(iv)	Instruction; or

Statement of Uncertificated Security,

which

(v)

(1) acceptor, surety,	bears a signature of any maker, drawer, issuer, endorser, assignor, lessee, transfer agent, registrar, guarantor, or of any person signing in any other capacity which is a forgery; or
(2)	is altered; or
(3)	is lost or stolen:
(b) attorney, Guara	guaranteed in writing or witnessed any signature upon any transfer, assignment, bill of sale, power of ntee or any items listed in (i) through (v) above;
(c) item listed in (i)	acquired, sold or delivered, or given value, extended credit or assumed liability on the faith of any through (v) above which is counterfeit.
A mechanically repr	oduced facsimile signature is treated the same as a handwritten signature.
1.6	Counterfeit Currency
Loss resulting fro	om the receipt or acceptance by the Insured , in good faith, of:
(a)	any money orders which prove to be Counterfeit or to contain an alteration; or
(b)	any Counterfeit Money of any country.

1.7	Computer or Telephonic Fraud and Malicious Code
Loss resulting fr	om:
(a)	Computer or Telephonic Fraud; and/or
(b) Code.	the modification or deletion of any Electronic Data or Computer Program due to any Malicious
Special Condition	
It is agreed that:	
1) communication	those Electronic Communications which are transmitted through touch tone telephone systems or by telex, TWX or telefacsimile; and
2)	all Telephonic Communications,
must be Tested .	
1.8	Stop Payment Order Liability
-	om any and all sums which the Insured shall become obligated to pay by reason of liability imposed ed by law for damages:
such customer,	for having either complied with or failed to comply with any written notice of any customer or client any shareholder of or subscriber to shares issued by any Fund or any authorized representative of client, shareholder or subscriber to stop payment of any check or draft made or drawn by such t, shareholder or subscriber or any authorized representative of such customer, client, shareholder or

subscriber; or
(b) for having refused to pay any check or draft made or drawn by any customer or client of the Insured , any shareholder of or subscriber to shares issued by any Fund or any authorized representative of such customer, client, shareholder or subscriber.
1.9 Uncollectable Items of Deposit
Loss resulting from:
payments of dividends or fund shares, or withdrawals permitted from an account of a customer or client of the Insured or any shareholder of or subscriber to shares issued by any Fund based upon uncollectible items of deposit of a customer, client, shareholder or subscriber credited by the Insured or the Insured s agent to the Mutual Fund Account of such customer, client, shareholder or subscriber; or
(b) any item of deposit processed through an automated clearing house which is reversed by a customer or client of the Insured or a shareholder of or subscriber to shares issued by any Fund and deemed uncollectible by the Insured .
Loss includes dividends and interest accrued not to exceed fifteen per cent (15%) of the uncollectible items which are deposited.
This Insuring Agreement applies to all Mutual Funds with exchange privileges if all Fund(s) in the exchange program are Insured by a Nationa

Union Fire Insurance Company of Pittsburgh, PA for uncollectible items of deposit. Regardless of the number of transactions between Fund(s),

the minimum number of days of deposit within the Fund(s) before

withdrawal as declared in the Fund(s) prospectus shall begin from the date a deposit was first credited to any Insured Fund(s).

1.10 **Audit Expense**

Loss resulting from expense incurred by the **Insured** for that part of audits or examinations required by any governmental regulatory authority or **Self-Regulatory Organization** to be conducted by such governmental regulatory authority or **Self-Regulatory Organization** or by an independent accountant or other person, by reason of the discovery of **Loss** sustained by the **Insured** and covered by this policy.

1.11 Unauthorized Signatures

Loss resulting from the **Insured** having accepted, paid or cashed any check or withdrawal order made or drawn on an account of a customer or client of the **Insured** or any shareholder of or subscriber to shares issued by any **Fund** which bears the signature or endorsement of one other than a person whose name and signature is on file with the **Insured** as a signatory on such account.

Special Condition

The **Insured** shall have on file signature of all persons who are signatories on such account.

1.12 Larceny and Embezzlement

Loss and costs directly arising from larceny and embezzlement, covering each officer and employee of the **Insured**, who may singly, or jointly with others, have access to securities or funds of the **Insured**, either directly or through authority to draw upon such funds or to direct generally the disposition of such securities.

1.13 Fraudulent Retention of Funds or Property

Loss resulting from the **Fraudulent Retention** by a third party recipient of any funds or **Property**, as a direct result of:

(a) the misdirection or erroneous transfer of such funds or Property by the Insured or by a Financial Organization acting upon instructions from the Insured , to a third party recipient account other than that actually intended; or
(b) the transfer of such funds or Property by the Insured or by a Financial Organization acting upon instructions from the Insured , to a third party recipient account in an amount greater than that actually intended.
Special Condition
The Insured shall make reasonable efforts to secure the recovery of such funds or Property .
Sub-Limit of Liability
The Insurer s maximum aggregate limit of liability under this Insuring Agreement shall be sub-limited to the amount stated under Item 5 of th Declarations.
1.14 Extortion
Loss resulting from the loss of Property surrendered away from an office of the Insured or the transfer of funds as a result of a threat communicated to the Insured :

(a) to do bodily harm to a director, officer, trustee or Employee of the Insured , or a relative or an invitee of such director, officer, trustee, Employee , who is, or allegedly is, being held captive or under threat;
(b) to damage the premises, property (including Property) or other assets of the Insured or for which the Insured are legally liable;
(c) to delete or modify the Insured s Computer Programs or the Insured s Electronic Data ;
(d) to sell or disclose confidential information to another person or party by reason of having gained unauthorised access to the Insured s Computer System ;
(e) to cause the Insured to transfer, pay or deliver any funds or property (including Property) by means of a Computer System used or operated by the Insured ,
provided, however, that prior to the surrender of such Property or transfer of funds:
(i) the person receiving the threat has made a reasonable effort to report the extortionist s threat to a director of the Insured ;
(ii) a reasonable effort has been made to report the extortionist s threat to local law enforcement authorities; and
(iii) in relation to sub-clause (c), (d) or (e) above, the aforementioned director is satisfied that the person making the threat is both capable of carrying it out and reasonably likely to do so and that the threatened action is technologically feasible.
1.15 Fraudulently Induced Instructions (Social Engineering Fraud)
Loss resulting from a Fraudulently Induced Instruction.

Special Condition

The **Insured** must have in place written policies and procedures to authenticate an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction authorising the transfer, payment or delivery of funds or property (including **Property**) and the **Insured** must be able to demonstrate, in normal circumstances, such written policies and procedures are followed.

Special Exclusion

This Insuring Clause does not cover Loss which is covered by any other Insuring Clause within this policy.

2. EXTENSIONS

2.1 **Interpretation**

This policy shall be interpreted with due regard to the purpose of fidelity bonding under Rule 17g-1 of the Investment Company Act of 1940 (i.e., to protect innocent third parties from harm) and to the structure of the investment management industry (in which a loss of **Property** resulting from a cause described in any Insuring Agreement ordinarily gives rise to

a potential legal liability on the part of the **Insured**), such that the definition of **Loss** herein shall include an **Insured** s legal liability for direct compensatory damages resulting directly from a misappropriation, or measurable diminution in value, of **Property**.

2.2 **Difference in Conditions**

If the **Insurer** is not liable for **Loss** under this policy, but cover for the same **Loss** would (but for the time at which such **Loss** was **Discovered**) have been available to any **Insured** based upon the terms, conditions and exclusions of the **Prior Policy**, then this policy shall provide cover in accordance with the terms, conditions and exclusions of the **Prior Policy**.

If the amount of any sub-limit or any single loss limit under the **Prior Policy** for any **Loss** is greater than any sub-limit or any single loss limit provided by this policy for the same **Loss**, then the sub-limit or any single loss limit under this policy for such **Loss** shall be increased to the same amount as that provided under the **Prior Policy**.

The Declarations shall be deemed to be amended accordingly in accordance with this provision with respect to the relevant Loss.

In no way shall this extension serve to increase the **Limit of Liability**, and all sub-limits and single loss limits payable under this policy shall be part of, and not in addition to, the **Limit of Liability**.

3. GENERAL CONDITIONS

3.1 Nominees

Loss sustained by any nominee organized by the **Insured** for the purpose of handling certain of its business transactions and composed exclusively of its **Employees** shall, for all the purposes of this policy and whether or not any partner of such nominee is implicated in such **Loss**, be deemed to be **Loss** sustained by the **Insured**.

3.2 Additional Exposures

(a) Additional Offices

Except as provided in sub-clause (b) below, this policy shall apply to any additional office(s) established by the **Insured** during the **Policy Period** and to all **Employees** during the **Policy Period**, without the need to give notice thereof or pay additional premiums to the **Insurer** for the **Policy Period**.

(b) <u>Merger or Consolidation</u>

If during the **Policy Period**, an **Insured** shall merge or consolidate with an institution in which such **Insured** is the surviving entity, or purchase substantially all the assets or capital stock of another institution, or acquires or creates a separate investment portfolio, and shall within sixty (60) days notify the **Insurer** thereof, then this policy shall automatically apply to the **Property** and **Employees** resulting from such merger, consolidation, acquisition or creation from the date thereof; provided, that the **Insurer** may make such coverage contingent upon the payment of an additional premium.

(c) <u>Acquisition or Creation of Funds</u>

(i) If during the Policy Period , an Insured creates or acquires a fund, other than by reason of the events described in sub-clause (b) above; and if the total consolidated assets of such fund are less than or equal to the amount set forth in Item 8 of the Declarations then, subject to all the other provisions of this policy, coverage shall automatically apply to any Loss sustained by that fund.
(ii) If during the Policy Period , an Insured creates or acquires a fund, other than by reason of the events described in sub-clause (b) above; and if the total consolidated assets of such fund are greater than the amount set forth in Item 8 of the Declarations, no coverage shall apply to any Loss sustained by that fund unless the 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.
(iii) There shall be no coverage for:
any Loss sustained by any such fund resulting from an act committed or an event occurring prior to the consummation of a transaction described in (i) or (ii) above; or
2) any Loss sustained by any such fund resulting from an act whenever committed or an event whenever occurring, which together with an act committed or an event occurring prior to the consummation of such transaction, would constitute a Single Loss .
In no event shall any transaction among Insureds constitute an acquisition or creation of funds.
(d) <u>Fund Name Changes</u>
If during the Policy Period , a fund changes its legal name in accordance with the organizational documents of such fund and, if applicable, in accordance with state law, and such name change does not occur in connection with a transaction described in sub-clauses (b) or (c) above, then

3.3 **Representation of Insured**

such fund shall automatically qualify as an insured fund under its new name, in addition to its prior name.

The **Insured** represents that the information furnished in the **Application** is complete, true and correct, to the best of the knowledge of the person who completed such **Application**.

Any misrepresentation, omission, concealment or incorrect statement of a material fact, in the **Application** or otherwise, which was deliberately made with the intent to deceive, shall be grounds for the rescission of this policy.

3.4 **Joint Insured**

If two or more **Insureds** are covered under this policy, the **First Named Insured** shall act for all **Insureds**. Payment by the **Insurer** to the **First Named Insured** of **Loss** sustained by any **Insured** shall fully release the **Insurer** on account of such **Loss**. If the **First Named Insured** ceases to be covered under this policy, the remaining **Named Insured** shall agree with the **Insurer** as to which one of them shall act on behalf of the all of the remaining **Insureds** (including but not limited to the receipt of any **Loss** payments). The liability of the **Insurer**

for Loss which the Insurer would have been liable had all such Loss or Losses been sustained by one Insured will not exceed the Limit of	of
Liability.	

3.5 Legal Proceedings Against the Insured

The **Insurer** will indemnify the **Insured** against court costs and reasonable legal costs, charges, fees, disbursements and expenses incurred and paid by the **Insured** in defense of any **Legal Proceeding**.

The **Insured**s, and not the **Insurer**, have the duty to defend any **Legal Proceeding**. The **Insurer** shall be entitled to effectively associate with the **Insured** in the defense and the negotiation of any settlement of such **Legal Proceeding** if it that appears reasonable likely that such **Legal Proceeding** will involve the **Insurer** making payment under this policy. The **Insured** shall provide all reasonable information and assistance required by the **Insurer** in connection with such **Legal Proceeding**.

4. EXCLUSIONS

This policy does not cover:

- 4.1 **Loss** resulting directly or indirectly from forgery or alteration, except when covered under Insuring Agreement 1.1, 1.4, 1.5 or 1.7.
- 4.2 **Loss** due to military, naval or usurped power, war or insurrection unless such **Loss** occurs in transit in the circumstances recited in Insuring Agreement 1.3, and unless, when such transit was initiated there was no knowledge of such riot, civil commotion, military, naval or usurped power, war or insurrection on the part of any person acting for the **Insured** in initiating such transit.
- 4.3 **Loss** resulting directly or indirectly from the effects of nuclear fission or fusion or radioactivity.

This exclusion shall not apply to \boldsymbol{Loss} resulting from industrial uses of nuclear energy.

4.4 **Loss** resulting directly or indirectly from any director or trustee of the **Insured** (other than one employed as a salaried, pensioned or elected official or an **Employee** of the **Insured**), except:

(a)	when performing acts coming within the scope of the usual duties of an Employee ; or
(b) directors or trust Insured .	while acting as a member of any committee duly elected or appointed by resolution of the board of tees of the Insured to perform specific, as distinguished from general, directorial acts on behalf of the
discounting or o whether such loa	Loss resulting directly or indirectly from the complete or partial non-payment of, or default upon, any on involving the Insured as a lender or borrower, or extension of credit, including the purchase, ther acquisition of false or genuine accounts, invoices, notes, agreements or Evidences of Debt , an, transaction or extension was procured in good faith or through trick, artifice, fraud or false of when covered under Insuring Agreements 1.1, 1.4, 1.5 or 1.7.
4.6	Loss resulting from any violation by the Insured or by any Employee:
(a)	of any law regulating:

(i)	the issuance, purchase or sale of securities;
(ii)	securities transactions upon security exchanges or over the counter market;
(iii)	investment companies; or
	of any rule or regulation made pursuant to any such law, unless it is established by the Insured that nich caused the said loss involved fraudulent or dishonest conduct which would have caused a loss to similar amount in the absence of such laws, rules or regulations,
unless such loss, in t	he absence of such law, rule or regulation, would be covered under Insuring Agreement 1.1, 1.4 or 1.5.
receiver or liquid	Loss resulting directly or indirectly from the failure of a financial or depository institution, or its lator, to pay or deliver, on demand of the Insured , funds or Property of the Insured held by it in any when covered under Insuring Agreements 1.1, 1.2 or 1.7.
under Insuring A	Loss caused by an Employee , except when covered under Insuring Agreement 1.1 or when covered greement 1.2 or 1.3 and resulting directly from misplacement, mysterious unexplainable destruction of or damage to the Property .
Insured or any s the unlawful with customer or clien	Loss resulting directly or indirectly from transactions in an account of a customer or client of the hareholder of or subscriber to shares issued by any Fund , whether authorized or unauthorized, except adrawal and conversion of Money , securities or precious metals, directly from an account of a at of the Insured or any shareholder of or subscriber to shares issued by any Fund by an Employee alawful withdrawal and conversion is covered under Insuring Agreement 1.1 or unless covered by ent 1.7.
have engaged in damages were co	mages resulting from any civil, criminal or other legal proceeding in which the Insured is alleged to racketeering activity except when the Insured establishes that the act or acts giving rise to such ammitted by an Employee under circumstances which result directly in a loss to the Insured covered ement 1.1. For the purposes of this exclusion racketeering activity is defined in 18 United States in, as amended.

4.11 Loss through the surrender of property away from an office of the Insured as a result of a threat:
(a) to do bodily harm to any person, except loss of property in transit in the custody of any person acting as messenger provided that when such transit was initiated there was no knowledge by the Insured of any such threat or
(b) to do damage in the premises of property of the Insured ,
except when covered under Insuring Agreement 1.1, 1.7 or 1.14.
Loss resulting directly or indirectly from payments made or withdrawals from an account of a customer or client of the Insured or any shareholder of or subscriber to shares issued by any Fund involving erroneous credits to such account, unless such payments or withdrawals are physically received by such customer, client, shareholder or subscriber or a representative of such customer, client, shareholder or subscriber who is within the office of the Insured at the

time of such payment or withdrawal, or except when covered under Insuring Agreement 1.1 or 1.7.

4.13 Loss involving items of deposit, which are not finally paid for any reason, including but not limited to Forgery or any other fraud, except when covered under Insuring Agreement 1.1, 1.7 or 1.9.					
Loss resulting directly or indirectly from counterfeiting, except when covered under Insuring Agreements 1.1, 1.5, 1.6 or 1.7.					
loss of any tangible item of personal property which is not specifically enumerated in the definition of Property if such property is specifically covered by other insurance of any kind and in any amount obtained by the Insured .					
loss of property while:					
in the mail; or					
(b) in the custody of any Transportation Company , unless covered under Insuring Agreement 1.3.					
loss of potential income, including but not limited to interest and dividends, not received by the Insured because of a loss covered under this policy, except when covered under Insuring Agreement 1.9.					
damages of any type for which the Insured is legally liable, except compensatory damages, but not multiples thereof, arising directly from a Loss covered under this policy.					
all costs, charges, fees, disbursements and expenses incurred by the Insured :					
in establishing the existence of or amount of Loss covered under this policy, other than Preparation Costs or except to the extent covered under Insuring Agreement 1.10; or					

(b) as a party to any legal proceeding whether or not such legal proceeding exposes the Insured to L covered by this policy, except to the extent covered under General Condition 3.5 (Legal Proceedings Against the Insured).	oss
indirect or consequential loss of any nature, other than Preparation Costs or Verification and Reconstitution Costs or except to the extent covered under Insuring Agreement 1.10.	
loss resulting directly or indirectly from any dishonest or fraudulent act or acts committed by any non-employee of the Insured who is a securities, commodities, money, mortgage, real estate, loan, insurance, property management, investment banking broker, agent or other representative of the same general character.	
due to liability imposed upon the Insured as a result of the unlawful disclosure of non-public material information by the Insured or any Employee , or as a result of any Employee acting upon such information whether authorized or unauthorized.	on,
Insuring Agreement 1.7 of this policy does not cover any Loss :	
caused by an identifiable Employee or a person or persons in collusion with an identifiable Employ	ee.

Prior knowledge by any Employee that a fraudulent or malicious act by any other person or persons, has been or will be perpetrated, shall for the intent and purpose of this policy be deemed to be collusion if such Employee willfully or deliberately withholds knowledge from the Insured of any such act. Such withholding of knowledge from the Insured because of a threat to do bodily harm to any person or damage to the **Insured** s premises or property shall not be deemed to be or to constitute collusion. resulting from the accessing of any confidential information. 4.24 This exclusion shall not apply to the extent that such confidential information is used to support or facilitate the commission of an act covered under this policy. resulting from mechanical failure, faulty construction, error in design, latent defect, wear or tear, 4.25 gradual deterioration, electrical disturbance, **Recording Media** failure or breakdown or any malfunction or error in programming or errors or omissions in processing. This exclusion shall not apply to the extent that the occurrence of any of the events listed in the above enables the commission of an act covered under this policy. by reason of the input of Electronic Data by a third party who had authorised access to an 4.26 authentication mechanism. This exclusion shall not apply: where the third party referred to above obtained access beyond the level for which that third party (a) was authorised; theft of funds or **Property** transferred to any third party recipient as a result of any such input

provided there is no collusion between such third party recipient and the person effecting such transfer and that it is a condition of coverage hereunder that the **Insured** takes all reasonable steps to secure the recovery of such funds.

features at the time of their acquisition from a vendor or consultant, where those Computer Programs were

developed for sale to or are sold to multiple consumers.

4.27

resulting from Computer Programs which were corrupted or which contained fraudulent or malicious

This exclusion shall not apply where:

	no other purchaser of said Computer Programs has notified the same vendor or consultant of the features during a period of sixty (60) days from the date of Discovery ;
(b) sold to the Insur	at the time of Discovery such fraudulent features were contained solely on the Computer Programs ed;
(c)	such fraudulent features were inserted subsequent to the date of acquisition by the Insured .
5.	LOSS DISCOVERED

This policy applies to Loss Discovered by the Insured during the Policy Period or the Extended Reporting Period (if applicable).

6. AGGREGATE LIMIT OF LIABILITY

6.1	Aggregate Limit of Liability
-----	------------------------------

The Insurer	s total liability for all	Losses discovered during the I	Policy Period	shall not exceed th	e Limit of Liability.	The Limit of I	Liability
shall be reduc	ed by the amount of a	ny payment made under the ter	rms of this poli	icy.			

Upon exhaustion of the Limit of Liability by such payments:

- (a) the **Insurer** shall have no further liability for **Loss** or **Losses** regardless of when discovered and whether or not previously reported to the **Insurer**; and
- (b) the **Insurer** shall have no obligation under General Condition 3.5 to continue the defense of the **Insured**, and upon notice by the **Insurer** to the **Insured** that the **Limit of Liability** has been exhausted; the **Insured** shall assume all responsibility for its defense at its own cost.

The **Limit of Liability** shall not be increased or reinstated by any recovery made and applied in accordance with Section 9.3. In the event that a loss of **Property** is settled by the **Insurer** through the use of a lost instrument bond, such loss shall not reduce the **Limit of Liability**.

6.2 Single Loss Limit of Liability

Subject to the **Limit of Liability**, the **Insurer s** liability for each **Single Loss** shall not exceed the applicable **Single Loss Limit** shown in Item 4 of the Declarations. If a **Single Loss** is covered under more than one Insuring Agreement or Coverage, the maximum payable shall not exceed the largest applicable **Single Loss Limit**.

7. NOTICE/PROOF - LEGAL PROCEEDINGS AGAINST INSURER

7.1 The **Insured** shall give written notice to the **Insurer** of any **Loss** as soon as reasonably practicable after it has been **Discovered** and in any event within sixty (60) days after the end of the **Policy Period**.

7.2 The requirement contained in sub-clause 7.1 above to give notice of a **Loss** shall be suspended and of no effect and/or modified (as the case may be) if such notice is in respect of a **Restricted Notification**.

The suspension and/or modification of the requirement to notify the **Insurer** of any **Loss** under sub-clause 7.1 above in respect of a **Restricted Notification** shall end when and to the extent that the relevant legal or regulatory prohibition is lifted. Such notification, if permitted to do so by the relevant regulatory, police or prosecuting authority, shall be accompanied by evidence as to why the **Insured** was initially prevented from disclosing the existence of or details of any **Loss** to the **Insurer**. On notification of the **Loss** (in accordance with the foregoing), such **Loss** shall be deemed to have been **Discovered** and the **Insurer** notified at the time the **Responsible Officer** first became aware of the **Loss**.

7.3 Within six (6) months after such **Discovery** (or, where a **Restricted Notification** applies, within six (6) months of the **Responsible Person** first becoming aware that the relevant legal or regulatory prohibition has been lifted), the **Insured** shall furnish to the **Insurer** proof of loss, duly sworn, with full known particulars. At the **Insured** s request, and upon agreement of the **Insurer**, such period of time shall be extended to permit the **Insured** more time to determine the amount and/or particulars of its loss.

7.4 numbers if such	Lost Certificated Securities listed in a proof of loss shall be identified by certificate or bond securities were issued therewith.	
7.5 of sixty (60) da	Legal proceedings for the recovery of any Loss hereunder shall not be brought prior to the expiration ys after the original proof of Loss is filed with the Insurer .	
7.6 be brought here	This policy affords coverage only in favour of the Insured . No suit, action or legal proceedings shall under by anyone other than the named Insured .	
Loan Bank of w	If the Insured is an institution under the supervision of the Federal Home Loan Bank Board, it is agreed that in case of any Loss hereunder discovered either by the Insured or by the Federal Home which the Insured is a member, the said Federal Home Loan Bank is empowered to give notice of the Insurer within the period limited therefore.	
8.	VALUATION	
8.1	<u>Deductions</u>	
In determining the amount collectible under this policy for any Loss , all funds received and able to be lawfully retained by the Insured from any source whatsoever in connection with any matter from which a claimed Loss has arisen, including payments and receipts of principal, interest, dividends, commissions and the like, whenever received, shall be deducted from the amount actually paid out, advanced, taken or otherwise lost. The value of all property (including Property) received and able to be lawfully retained by the Insured from any source whatsoever in connection with any matter from which a claimed Loss has arisen, whenever received, shall likewise be deducted from the Insured s claimed Loss . It is understood, however, that nothing in this policy shall be construed to mean that a claim is not recoverable hereunder until the amount of such deductions have been ascertained.		
8.2	Securities	
(i)	If Certificated Securities are able to be reissued then the Insured may reissue them, or arrange for	

them to be reissued, with the prior approval of the **Insurer** (such approval shall not be unreasonably delayed or withheld) and the value of those **Certificated Securities** shall be the actual cost of their reissue plus any interest

charges incurred in doing so.

premium require	To the extent that the Limit of Liability is not exhausted by the Insured in the reissuing of curities in accordance with sub-clause 8.2 (i) above, the amount of Loss shall also include any ed to be paid by the Insured to purchase lost instrument bonds for the reissuing of duplicate curities without reference to their total face value.
	The amount of Loss shall also include any sums which the Insured may be required to pay either y Period or any time thereafter by reason of any lost instrument bonds issued or purchased by the red to in sub-clause clause 8.2 (ii) above.
` '	The Insured shall pay the cost of obtaining such lost instrument bond referred to in sub-clause clause or that portion of the Loss which falls within the applicable deductible amount or which is in excess of Ibility remaining available for the payment of Loss .

	The Insurer shall reimburse the Insured for the cost of obtaining such lost instrument bond referred lause 8.2 (iii) above for the amount of Loss which exceeds the applicable deductible amount and is of Liability .
Securities shall be Discovery of the l	f for any reason it is not possible to re-issue Certificated Securities the value of such Certificated e determined by the closing London market value of such Certificated Securities on the day of Loss (or if Discovered during a weekend or national holiday, on the next business day thereafter). ation shall include any accrued interest (including coupons), dividends and privileges up to the date me Loss .
date of Discovery	the valuation of Certificated Securities shall include external interest or interest charges up to the Loss necessarily incurred by the Insured , or for which the Insured is legally liable, as the coss of Certificated Securities covered under this policy.
	case of a loss of subscription, conversion, redemption or other similar privileges the value of such the closing London market value of such privileges immediately preceding the expiration thereof.
8.3 <u>F</u>	Precious Metals
	metals shall be determined by their average London market value on the day of Discovery of the Loss (or if Discovered national holiday, on the next business day thereafter).
8.4 <u>F</u>	Electronic Data, Electronic Communications and Computer Programs
Communications Computer Progr Electronic Data,	To the extent that a Loss comprises solely the cost of reconstituting Electronic Data, Electronic or Computer Programs following the Impairment of such Electronic Data, Electronic or Computer Programs, the valuation of such Electronic Data, Electronic Communications or ams shall be the cost of labor for the actual transcription or copying in order to reproduce such Electronic Communications or Computer Programs, including the cost of purchasing a software to reproduce such Electronic Data, Electronic Communications or Computer Programs.
	Computer Programs were purchased from a third party, the valuation of such Electronic Data or Computer Programs hase price of that Electronic Data or Computer Programs from that third party if that price is less than the cost of

transcription or copying.

- (ii) If **Electronic Data** cannot be reproduced and that **Electronic Data** represents:
- securities, or other instruments having a value, then the valuation shall be as indicated in sub-clause 8.2 (Securities) above; or
- Evidences of Debt, then the valuation of such items shall be as indicated in sub-clause 8.2 (Securities) above; if such Evidences of Debt cannot be valued as indicated in sub-clause 8.2 (Securities) above, then the Evidences of Debt shall be valued in accordance with sub-clause 8.8 (Lending) below. In the event that it is not possible to value the Evidences of Debt as indicated in sub-clause 8.2 (Securities) above or in accordance with in sub-clause 8.8 (Lending) below, then the valuation of such Evidences of Debt shall be the

actual monetary value of the debt on the day of **Discovery** of the **Loss** (or if **Discovered** during a weekend or national holiday, on the next business day);

Money, then the valuation of such **Electronic Data** shall be its actual monetary value at the time of the **Loss**. However, in the event that such **Loss** is suffered in a currency other than the currency stated in the Declarations, then the valuation of such **Electronic Data** shall be as indicated in sub-clause 8.9 (Currency Valuation) below.

8.5 Recording Media

The value of **Recording Media** shall be the replacement cost of **Recording Media** of the equivalent kind or quality plus the value of any **Electronic Data** or **Computer Programs** stored on such **Recording Media**, as described in sub-clause 8.4 (Electronic Data, Electronic Communications and Computer Programs) above.

8.6 Books of Accounts and Records

The value of books of accounts or other records used by the **Insured** in the conduct of their business, shall be the cost of blank books, blank pages or other materials plus the cost of labor and computer time for the actual transcription or copying of data which shall have been furnished by the **Insured** in order to reproduce such books and other records.

8.7 Other Property

In the case of the loss of, damage to, or destruction of any property (including **Property**) other than as described in sub-clauses 8.2 to 8.6 above, the value of such property (including **Property**) shall be the actual cash value of such property (including **Property**) on the day of **Discovery** (or if **Discovered** during a weekend or national holiday, on the next business day thereafter).

8.8 Lending

The value of **Lending** shall be the amount of monies paid out, advanced or withdrawn by the **Insured** in relation to such **Lending** (subject always to sub-clause 8.1 (Deductions) above).

8.9 Currency Valuation

In the event that a **Loss** is suffered in a currency other than the currency stated in the Declarations, the rate of exchange applicable thereto for the purposes of determining the valuation of **Loss** shall be the closing mid-spot rate on the London market on the day of **Discovery** of its **Loss** (or if **Discovered** during a weekend or national holiday, on the next business day thereafter).

9. ASSIGNMENT-SUBROGATION-RECOVERIES-COOPERATION

- 9.1 In the event of payment under this policy, the **Insured** shall deliver, if so requested by the **Insurer**, an assignment of such of the **Insured** s rights, title and interest and causes of action as it has against any person or entity to the extent of the **Loss** payment.
- 9.2 In the event of payment under this policy, the **Insurer** shall be subrogated to all of the **Insured** s rights of recovery therefore against any person or entity to the extent of such payment, provided, however, that the **Insurer** shall not be subrogated to any such rights or claims one named **Insured** under this policy may have against another named **Insured** under this policy.

9.3 recove	Any recoveries (whether effected by the Insurer or by the Insured) shall be applied net of the expense of such ery in the following order:
(a) in exc	firstly to the satisfaction of the Insured s Loss which would otherwise have been paid but for the fact that it is ess of either the Limit of Liability or the Single Loss Limit ;
(b)	secondly, to the Insurer as reimbursement of amounts paid in settlement of the Insured s claim, and
(c)	thirdly, to the Insured in satisfaction of any deductible amount.
	ery on account of Loss of securities as set forth in Section 8.2 or recovery from reinsurance and/or indemnity of the Insurer shall not be a recovery as used herein.
9.4	Upon the Insurer s request and at reasonable times and places designated by the Insurer the Insured shall:
(a)	submit to examination by the Insurer and subscribe to the same under oath; and
(b)	produce for the Insurer s examination all pertinent records; and
(c)	cooperate with the Insurer in all matters pertaining to the Loss .
9.5 provid	The Insured shall execute all papers and render assistance to secure the Insurer the rights and causes of action ded for herein. The Insured shall do nothing after discovery of Loss to prejudice such rights or causes of action
10.	LIMIT OF LIABILITY UNDER THIS POLICY AND PRIOR INSURANCE

With respect to any **Loss** set forth in Section 6 of this policy which is recoverable or recovered in whole or in part under any other bonds or policies issued by the **Insurer** to the **Insured** or to any predecessor in interest of the **Insured** and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such **Loss** thereunder is **Discovered**, the total liability of the **Insurer** under this policy and under such bonds or policies shall not exceed, in the aggregate, the amount carried hereunder on such **Loss** or the amount owed

to the **Insured** under such other bonds or policies, as limited by terms and conditions thereof, for any such **Loss** if the latter amount be the larger.

If the coverage of this policy supersedes in whole or in part the coverage of any other bond or policy of insurance issued by an insurer other than the **Insurer** and terminated, canceled or allowed to expire, the **Insurer**, with respect to any loss sustained prior to such termination, cancelation or expiration and discovered within the period permitted under such other bond or policy for the discovery or loss there under, shall be liable under this policy only for that part of such **Loss** covered by this policy as is in excess of the amount recoverable or recovered on account of such **Loss** under such other bond or policy, anything to the contrary in such other bond or policy notwithstanding.

11. OTHER INSURANCE OR INDEMNITY

Coverage afforded hereunder shall apply only as excess over any valid and collectible insurance or indemnity obtained by the **Insured**, or by one other than the **Insured** on **Property** (subject to exclusion 4.16) or by a **Transportation Company**, or by another entity

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on whose i	nremises th	e loss occurred	or which	employed th	e nerson calisin	o the I	loss or the messeng	ter conveying	the Pro	nertv	involved
on whose	premises m	c 1055 occurred	or winch	cilipioyed til	e person edusin	5 1110 1	ioss of the incoscing	ser conveying	, the Fig	perty	III v OI v Cu

12. OWNERSHIP

This policy shall apply to loss of **Property**: (1) owned by the **Insured**; (2) held by the **Insured** in any capacity; or (3) for which the **Insured** is legally liable. This policy shall be for the sole use and benefit of the **Insured** named in the Declarations.

13. DEDUCTIBLE AMOUNT

The **Insurer** shall be liable hereunder only for the amount by which any **Single Loss** exceeds the **Single Loss** deductible amount for the Insuring Agreement or Coverage applicable to such **Loss**, subject to the **Limit of Liability** and the applicable **Single Loss Limit**.

14. TERMINATION OR CANCELATION

This policy terminates as an entirety upon occurrence of any of the following:

- (a) sixty (60) days after the receipt by the **Insured** of a written notice from the **Insurer** of its desire to cancel this policy; or
- (b) immediately upon the receipt by the **Insurer** of a written notice from the **Insured** of its desire to cancel this policy; or
- (c) immediately upon the taking over of the **Insured** by a receiver or other liquidator or by State or Federal officials; or
- (d) immediately upon the taking over of the **Insured** by another institution; or
- (e) immediately upon exhaustion of the **Limit of Liability**; or

(f) immediately upon expiration of the **Policy Period**.

This policy terminates as to the subsequent acts of any **Employee** or any partner, officer or employee of any processor (a) as soon as any **Insured**, or any director or officer not in collusion with such person, learns of any dishonest or fraudulent act or **Theft** committed by such person at any time, whether in the employment of the **Insured** or otherwise, whether or not of the type covered under Insuring Agreement 1.1, against the **Insured** or any other person or entity, without prejudice to the loss of any **Property** then in transit in the custody of such person, or (b) fifteen (15) days after the receipt by the **Insured** of a written notice from the **Insurer** of its desire to cancel this policy as to such person.

Termination of the policy as to any **Insured** terminates liability for any **Loss** sustained by such **Insured** which is **Discovered** after the effective date of such termination.

Notwithstanding anything to the contrary contained in this Section 14, this policy shall not be canceled, terminated or modified except after written notice shall have been given by the acting party to the affected party and the Securities and Exchange Commission not less than sixty (60) days prior to the effective date of cancelation, termination or modification.

If the **Insured** is an institution **Insured** by the Federal Savings and Loan Insurance Corporation, termination or cancelation of this policy in its entirety, whether by the **Insured** or the **Insurer**, as provided in parts (a) and (b) in the first paragraph of this Section 14, shall not take effect prior to the expiration of ten (10) days from the receipt by the Federal Home

Loan Bank of which the **Insured** is a member of written notice of such termination or cancelation unless an earlier date of termination or cancelation is approved by said Federal Home Loan Bank.

15. NOTICE PROVISIONS

This policy shall not be canceled or terminated as provided in Section 14, or modified by rider, except after written notice shall have been given by the acting party to the affected party, and to the Securities and Exchange Commission, Washington, D.C., not less than sixty (60) days prior to the effective date of such cancelation, termination or modification.

16. HEADINGS

The descriptions in the headings and any sub-headings 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.

17. **DISPUTES**

Any disputes in connection with the coverage afforded by this policy that cannot be resolved between the **Insured** and **Insurer** within fourteen (14) days of that dispute first arising shall be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. It is further understood and agreed that the arbitration will be held in New York, U.S.A. and that the awards rendered by the arbitrator(s) shall be final and binding upon the parties and judgement thereon may be entered in any court having jurisdiction thereof.

18. EXTENDED REPORTING PERIOD

If the **Insurer** or the **Insured** cancel or decline to renew this policy, the **Insured** shall have the right, upon payment of an additional premium of sixty per cent (60%) of the **Full Annual Premium**, to an extended reporting period of one hundred and eighty (180) days or upon payment of an additional premium of one hundred per cent (100%) of the **Full Annual Premium**, to an extended reporting period of three hundred and sixty five (365) days following the effective date of such cancelation or non-renewal in which to give written notice to the **Insurer** of any **Loss Discovered** during such extended reporting period arising out of acts committed or events occurring prior to the end of the **Policy Period** and otherwise covered by this policy.

The rights contained in this Section 18 shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within thirty (30) days of the effective date of cancelation or non-renewal. The additional premium for the extended reporting period shall be fully earned at the inception of the extended reporting period. The extended reporting period is not cancelable. The rights contained within this Section 18 shall not apply to any cancelation of this policy resulting from non-payment of premium.

19. **DEFINITIONS**

Terms appearing in bold type font in this policy shall be defined as follows:

•	Acceptance means a draft, which the drawee has, by signature written thereon, engaged to honor as presented.
_	Account Code means a confidential and protected string of characters that identifies or authenticates a person rmits said person to gain access to a Telephone System for the purpose of making long distance toll calls or go voice mail box messaging capabilities or other similar functional features of a Telephone System .
•	Application means:
_	the application for this policy, any attachment to any such application, any other materials submitted with or orated into any such application and any documents submitted to the Insurer specifically in connection with the vriting of this policy; and,
(b)	to the extent made by or required of the Insureds :
Insured public st of the F i	tic documents filed during the twelve (12) month period immediately prior to the inception date of this policy by the First Named with the Securities and Exchange Commission or any similar federal, state, local or foreign regulatory body, and any other written attement or certification required by law to be made by the Chief Executive Officer, Chief Financial Officer or other Executive Officer irst Named Insured regarding the accuracy, completeness or adequacy of such Insured s financial statements, SEC filings, or internal whether or not such public documents, statements or certifications are furnished to the Insurer .
• Money	Certificate of Deposit means an acknowledgment in writing by a Financial Organization of receipt of with an engagement to repay it.
• an obli	Certificated Security means a share, participation or other interest in property or an enterprise of the issuer or gation of the issuer, which is:
(a)	represented by an instrument issued in bearer or registered form;
(b) it is iss	of a type commonly dealt in on securities exchanges or markets or commonly recognized in any area in which ued or dealt in as a medium for investment; and

(c) obligat	either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or cions.
•	Computer or Telephonic Fraud means:
(a)	the Impairment of:
(i) Comm	any Electronic Data (including but not limited to any Electronic Data contained in any Electronic nunication); and/or
(ii)	any Computer Programs; and/or
(iii)	any Uncertificated Security; and/or
(iv) acting	any Electronic Communications on which the Insured, or any Financial Organization or Service Bureau on behalf of the Insured, have

acted or relied; and/or
(b) the Insured , or any Financial Organization or Service Bureau acting on behalf of the Insured , having acted or relied upon any Electronic Communications or Telephonic Communications , purporting to have been, but were not, sent or made by:
(i) any office or department of the Insured ; and/or
(ii) another Financial Organization; and/or
(iii) a customer or client of the Insured , any shareholder of or subscriber to shares issued by any Fund or an authorized representative of such customer, client, shareholder or subscriber when acting in that capacity; and/or
(iv) a Service Bureau;
(c) a Financial Organization , a customer or client of the Insured , any shareholder of or subscriber to shares issued by any Fund or an authorized representative of such customer, client, shareholder or subscriber when acting in that capacity or a Service Bureau having acted or relied upon any Electronic Communications or Telephonic Communications , purporting to have been, but were not, sent or made by:
(i) the Insured ; or
(ii) another Financial Organization or Service Bureau acting on behalf of the Insured ; and/or
(d) the unauthorised use of an Account Code or System Password contained in a Telephone System owned or leased by the Insured , with the intention of directing telephone toll charges onto the Insured .
• Computer Programs means a collection of instructions that describes a task, or set of tasks, to be carried out by a Computer System, including but not limited to application software, operating systems, firmware and compilers.

 Counterfeit means an imitation of an actual valid original, which is intended to deceive and to be taken as the original. Custodian means: any party with which the Insured has a written or electronic agreement for the provision of purchasing services, safekeeping, registration and entitlement records for the Insured; any regulated central securities depository. Custodian shall also include a sub-custodian, being any regulated person or organization which: is involved in the provision of custodial services; and 		Computer System means a computer and all input, output, processing, storage (including but not limited to e media libraries), intranets and communication facilities including related communication or open systems iks and extranets which are connected directly or indirectly to such a device.
 (a) any party with which the Insured has a written or electronic agreement for the provision of purchasing services, safekeeping, registration and entitlement records for the Insured; (b) any regulated central securities depository. Custodian shall also include a sub-custodian, being any regulated person or organization which: 	• origina	Counterfeit means an imitation of an actual valid original, which is intended to deceive and to be taken as the l.
services, safekeeping, registration and entitlement records for the Insured ; (b) any regulated central securities depository. Custodian shall also include a sub-custodian, being any regulated person or organization which:	•	Custodian means:
Custodian shall also include a sub-custodian, being any regulated person or organization which:		
	(b)	any regulated central securities depository.
(i) is involved in the provision of custodial services; and	Custodi	an shall also include a sub-custodian, being any regulated person or organization which:
	(i)	is involved in the provision of custodial services; and

(ii) provisi	has a written or electronic agreement with the custodian detailed in sub-clause (a) or (b) above for the on of such services.
•	Deductible means the amount stated in Item 6 of the Declarations.
• may de	Depository means any securities depository (other than any foreign securities depository) in which a Fund eposit its securities in accordance with Rule 17f-4 under the Investment Company Act of 1940.
-	Discovered or Discovery means when any Responsible Person first becomes aware of, or has any knowledge act, omission or event which could reasonably be foreseen to give rise to a Loss covered by this policy, even the exact amount or details of such Loss , act, omission or event are not known at the time of such discovery.
	ry also occurs when any Responsible Person first receives notice of an actual or potential claim in which it is that the Insured is liable to a third party under circumstances which, if true would constitute a loss under this
• appear	Electronic Communications means instructions, messages, information or payments that have been, or to have been:
(a)	transmitted electronically:
(i)	through an Electronic Communication System ; or
(ii)	over the Internet; or
(b)	communicated through the delivery of Recording Media .
• instruc	Electronic Communication System means any system which permits the electronic transmission of tions, messages, information or payments, including but not limited to:

(a)	any touch tone telephone communication system;
(b)	telex, TWX or telefacsimile; and
(c)	any Computer System which operates automated teller machines or point of sale terminals.
• Electro	Electronic Data means facts or information converted to a form usable in a Computer System or an onic Communications System and which is stored on or capable of being stored on Recording Media.
•	Employee means:
(a)	any of the Insureds officers or employees while performing services for the Insureds offices; and
(b) Insure	any of the officers or employees of any predecessor of the Insured whose principal assets are acquired by the d by consolidation or merger with, or purchase of assets or capital stock of, such predecessor; and

(c) attorne	attorneys retained by the Insured to perform legal services for the Insured and the employees of such ys while such attorneys or the employees of such attorneys are performing such services for the Insured ; and
(d)	guest students pursuing their studies or duties in any of the Insureds offices; and
	directors or trustees of the Insured but only while performing acts coming within the scope of the usual duties fficer or employee or while acting as a member of any committee duly elected or appointed to examine or audit custody of or access to the property of the Insured ; and
(f) Insure	any individual or individuals assigned to perform the usual duties of an employee within the premises for the d , by any agency furnishing temporary personnel on a contingent or part-time basis; and
(g) to perfe	each natural person, partnership or corporation authorized by written or electronic agreement with the Insured orm services as electronic data processor of checks or other accounting records of the Insured ; and
(h)	any employee or any partner of any named Insured; and
(i)	any consultant whilst performing services or duties on behalf of the Insured; and
(j)	each officer, partner or employee of:
(i)	any Depository or Exchange ;
(ii) securit	any nominee in whose name is registered any security included in the systems for the central handling of ies established and maintained by any Depository ; and
(iii) a contr	any recognized service company which provides clerks or other personnel to any Depository or Exchange on act basis,

while such officer, partner or employee is performing services for any **Depository** in the operation of systems for the central handling of securities; and

(k)	each officer, director, trustee, partner or employee of:
(i)	an investment adviser;
(ii)	an underwriter (distributor);
(iii)	a transfer agent or shareholder accounting record-keeper; or
(iv)	an administrator authorized by written or electronic agreement to keep financial and/or other required records,
for a Fu	nd, but only while:
(1) or emp	such officer, partner or employee is performing acts coming within the scope of the usual duties of an officer loyee of an Insured ; or
(2) appoin	such officer, director, trustee, partner or employee is acting as a member of any committee duly elected or ted to examine or audit or have custody of or access to the Property of the Insured ; or

(3) such director or trustee (or anyone acting in a similar capacity) is acting outside the scope of the usual duties of a director or trustee.
Employee does not include any officer, director, trustee, partner or employee of a transfer agent, shareholder accounting record-keeper or administrator:
(a) which is not an affiliated person (as defined in section 2(a) of the Investment Company Act of 1940) of a Fund or of the adviser or underwriter of such Fund ; or
(b) which is a Bank (as defined in section 2(a) of the Investment Company Act of 1940).
• Evidence of Debt means an instrument, including a Negotiable Instrument, executed by a customer or client of the Insured and held by the Insured which in the regular course of business is treated as evidencing the customer s or client s debt to the Insured.
• Exchange means any national securities exchange registered under the Securities Exchange Act of 1934.
• Extended Reporting Period means the extended reporting period set forth under Section 18 (Extended Reporting Period) of this policy.
• Financial Organization means:
(a) any bank, credit institution, financial institution, undertaking for collective investment in securities, investment firm, stockbroker, asset management company, building society, friendly society, or similar organization;
(b) a regulated investment exchange or automated clearing house.
(c) any Custodian.

•	First Named Insured means the entity first named in Item 1 of the Declarations.
• does not mean a any capacity, fo	Forgery means the signing of the name of another person or organization with intent to deceive; it a signature, which consists in whole, or in part of one s own name signed with or without authority, in r any purpose.
•	Fraudulent Retention means:
(a) legal right to suc	the wrongful retention of funds or Property by a third party recipient without contractual or other ch retention;
(b) party recipient,	the inability to recover any funds or Property erroneously transferred into the account of a third despite all reasonable efforts to secure such recovery, solely because:
(i)	the third party recipient is unknown; or
(ii)	such funds or Property have been misappropriated.
• telefacsimile, te	Fraudulently Induced Instruction means an electronic, telegraphic, cable, teletype, lephone or written instruction authorising the transfer, payment or delivery of

funds or property (including **Property**) communicated to the **Insured** or an employee of the **Insured** by:

(a) a natural person purporting to be a director, officer, partner, member, sole proprietor or other employee of the Insured with authorisation from the Insured to instruct other employees of the Insured to transfer, pay or deliver funds or property (including Property), but which instruction was in fact fraudulently transmitted by someone else without the authority and knowledge of such director, officer, partner, member, sole proprietor or other employee of the Insured ;
(b) a natural person purporting to be a director, officer, partner, member, sole proprietor or employee of a Vendor or a customer or client of the Insured (including but not limited to any director, officer, partner, member, sole proprietor or employee of such customer or client of the Insured) with authorisation to make such instruction, but which instruction was in fact fraudulently transmitted by someone else without the authority and knowledge of such director, officer, partner, member, sole proprietor or employee of a Vendor or a customer or client of the Insured ; or
(c) a natural person purporting to be an authorised representative of any Financial Organization acting on behalf of a Vendor or a customer or client of the Insured with authorisation to make such instructions, but which instruction was in fact fraudulently transmitted by someone else without the authority and knowledge of such authorised representative.
• Full Annual Premium means the premium level in effect immediately prior to the end of the Policy Period.
• Fund(s) means the investment company(ies) which are:
(a) specifically listed in this policy; or
(b) created or acquired during the Policy Period in accordance with sub-clause (c) of General Condition 3.2.
• Guarantee means a written undertaking obligating the signer to pay the debt of another to the Insured or its assignee or to a financial institution from which the Insured has purchased participation in the debt if the debt is not paid in accordance with its terms.

Impairment means fraudulent, dishonest, malicious or criminal:	
preparation; and/or	
input; and/or	
modification; and/or	
deletion,	
whether actual or attempted by or at the behest of any person or persons.	

• Instruction means a written order to the issuer of an Uncertificated Security requesting that the transfer, pledge or release from pledge of the Uncertificated Security specified be registered.
• Insured means:
(a) the Named Insured ; and
(b) any other entity designated as an Additional Named Insured under this policy.
Insurer means AXIS Specialty Europe SE.
• Legal Proceeding means any legal proceeding brought to determine the Insured s liability for any Loss, claim or damage which, if established, would constitute a collectible Loss under this policy.
• Lending or Loan means any of the following:
(a) all extensions of credit by the Insured and all transactions creating a creditor or lessor relationship in favour of the Insured , including but not limited to transactions by which the Insured assumes an existing creditor or lessor relationship and includes any such extensions of credit, whether authorised or unauthorised; and/or
(b) any note, account, agreement or other Evidence of Debt assigned or sold to, or discounted or otherwise acquired by the Insured , including but not limited to the purchase, discounting or other acquisition of false or genuine accounts or invoices.
• Letter of Credit means an engagement in writing by a Financial Organization or other person made at the request of a customer that the Financial Organization or other person will honor drafts or other demands for payment upon compliance with the conditions specified in the Letter of Credit.
• Limit of Liability means the amount stated in Item 3 of the Declarations

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•	Loss means:
(a)	direct financial loss sustained by the Insured and as set out in the policy;
(b)	Preparation Costs; and/or
(c)	Verification and Reconstitution Costs.
• limited to compu	Malicious Code means any unauthorised, corrupting or harmful software code, including but not ter viruses, Trojan horses, keystroke loggers, spyware, adware, worms and logic bombs.

• Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.
• Named Insured means the entity(ies) specified in Item 1 of the Declarations.
Negotiable Instrument means any writing:
(a) signed by the maker or drawer; and
(b) containing any unconditional promise or order to pay a sum certain in Money and no other promise order, obligation or power given by the maker or drawer; and
(c) is payable on demand or at a definite time; and
(d) is payable to order or bearer.
• Policy Period means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancelation of this policy.
• Preparation Costs means costs, charges, fees, disbursements and expenses incurred and/or paid by the Insured , with the prior written approval by the Insurer (such approval not to be unreasonably delayed or withheld), for independent outside accountants, solicitors or other specialists or professional persons to determine, of attempt to determine the amount and/or extent of any direct financial loss covered under this policy.
• Prior Policy means the policy identified in Item 10 of the Declarations.
Property means Money, Certificated Securities, Uncertificated Securities, Negotiable

Instruments, Certificates of Deposit, documents of title, Acceptances, Evidences of Debt, security agreements, Withdrawal Orders, certificates of origin or title, Letters of Credit, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens, unsold state lottery tickets, books of account and other

records whether recorded in writing or electronically, gems, jewellery, precious metals of all kinds and in any form, and tangible items of personal property which are not hereinbefore enumerated.

Property shall include	de Recordin s	: Media.
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- Recording Media means the physical components or materials on which Electronic Data or Computer Programs can be recorded.
- **Responsible Person** means the person(s) stated under Item 9 of the Declarations.
- **Restricted Notification** means when the **Insured** is prevented from disclosing the existence of any **Loss** to the **Insurer** after it has been **Discovered** due to any legal or regulatory prohibition imposed by or on behalf of any regulatory, police or prosecuting authority anywhere in the world.
- **Self-Regulatory Organization** means any association of investment advisers or securities dealers registered under the federal securities laws, or any **Exchange**.
- **Service Bureau** means a natural person, partnership or corporation authorised by written or electronic agreement with the **Insured** to perform data processing services using **Computer Systems**.

• Single Loss means all covered Loss, including court costs and legal costs, charges, fees, disbursements and expenses incurred by the Insurer under General Condition 3.5, resulting from:	
(a) any one act or series of related acts of burglary, robbery or attempt thereat, in which no Employee is implicated; or	
(b) any one act or series of related unintentional or negligent acts or omissions on the part of any person (whether an Employee or not) resulting in damage to or destruction or misplacement of property; or	
(c) all acts or omissions other than those specified in (a) and (b) preceding, caused by any person (whether an Employee or not) or in which such person is implicated; or	
(d) any one casualty or event not specified in (a), (b) or (c) preceding.	
• Single Loss Limit means the amount(s) stated in Item 4 of the Declarations.	
• Statement of Uncertificated Security means a written statement of the issuer of an Uncertificated Security containing:	
(a) a description of the issue of which the Uncertificated Security is a part;	
(b) the number of shares or units: transferred to the registered owner; pledged by the registered owner to the registered pledgee; released from pledge by the registered pledgee; registered in the name of the registered owner on the date of the statements; or subject to pledge on the date of the statement;	
(c) the name and address of the registered owner and registered pledge;	
(d) a notation of any liens and restrictions of the issuer and any adverse claims to which the Uncertificated Security is or may be subject or a statement that there are none of those liens, restrictions or adverse claims; and	

(e) registered, the ple statement.	the date the transfer of the shares or units to the new registered owner of the shares or units was edge of the registered pledgee was registered or of the statement, if it is a periodic or annual
•	System Password means a confidential and protected string of characters that identifies or erson and permits said person to gain access to the Telephone System or any portion thereof in order ty functions, system administration or maintenance functions.
• the telephone or b	Telephonic Communications means instructions, messages, information or payments made over by Voice over Internet Protocol (VoIP), or other forms of IP or broadband telephony.
• mail processor, at	Telephone System means a private branch exchange, a third party hosted telephony service, voice atomated call-back attendant or a Computer System with a similar capacity.
•	Tested means a method of authenticating the contents of a communication by utilizing:

(a) cryptography or communication;	a valid test key, including but not limited to a digital signature, public key cryptography, asymmetric other similar technologies or encryption methods, for the purpose of protecting the integrity of that or
(b)	a Personal Identification Number (PIN); or
(c) communication.	a call back procedure to an authorised person, other than the individual initiating the
• violence.	Theft means robbery, burglary or hold-up, occurring with or without violence or the threat of
• transportation or	Transportation Company means any organization, which provides its own or leased vehicles for which provides freight forwarding or air express services.
• enterprise of the	Uncertificated Security means a share, participation or other interest in property of or an issuer or an obligation of the issuer, which is:
(a) that purpose by c	not represented by an instrument and the transfer of which is registered upon books maintained for or on behalf of the issuer;
(b)	of a type commonly dealt in on securities exchanges or markets; and
(c) interests or oblig	each one of a class or series or by its terms divisible into a class or series of shares, participations, ations.
• written or electro	Vendor means any entity with which the Insured has a legitimate pre-existing arrangement or onic agreement to provide goods, services or other activities to the Insured .

Verification and Reconstitution Costs means costs, charges, fees, disbursements and expenses

incurred and/or paid by the Insured, with the prior written approval by the Insurer (such approval not to be

unreasonably del	ayed or withheld), for the verification or reconstitution or removal of:
(a)	Computer Programs or Electronic Data which have been the subject of Impairment; or
(b)	Malicious Code.
• customer or clier	Withdrawal Order means a non-negotiable instrument, other than an Instruction, signed by a at of the Insured or any shareholder of or subscriber to shares issued by any Fund authorizing the

Insured to debit the customer s, client s, shareholder s or subscriber s account in the amount of funds stated therein.

FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

Each (Re)Insurer hereby acknowledges the requirements of Sections 1471-1474 US Internal Revenue Code of 1986, as amended, and the Treasury regulations and other guidance issued from time to time thereunder (FATCA) and the obligation of each of them to provide to the Broker Willis Limited a valid Internal Revenue Service (IRS) Form W8-BEN-E, W-9 or other documentation meeting the requirements of the FATCA regulations to establish they are not subject to any withholding requirement pursuant to FATCA (the Required Documentation).

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED

NEW & RENEWAL BUSINESS ENDORSEMENT

This Endorsement is issued in accordance with the terms and conditions of the U.S. Terrorism Risk Insurance Act of 2002 as amended, as summarized in the disclosure notice.

In consideration of an inclusive premium of USD XXXX paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any insured loss directly resulting from any act of terrorism as defined in the U.S. Terrorism Risk Insurance Act of 2002, as amended (TRIA).

The coverage afforded by this Endorsement is only in respect of any insured loss of the type insured by this Insurance directly resulting from an act of terrorism as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of act of terrorism.

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the **Insurer** will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter s liability for payment for terrorism losses.

LMA5218 (Amended) 12 January 2015

Form approved by Lloyd s Market Association

All other terms, conditions, limitations and exclusions remain unaltered.

ADDENDUM NUMBER 0001

We hereby confirm that we have made the following Addendum an effective part of Evidence of Cover Number 41048P17. Please check this document carefully to ensure that it meets your requirements in all respects and should any amendments be required please inform us immediately.

INSURED: Aberdeen Income Credit Strategies Fund

TYPE: Insurance of:

Comprehensive Crime Insurance

Directors & Officers and Company Reimbursement Insurance

Professional Indemnity Insurance

EFFECTIVE DATE: 1 December 2017

This contract is hereby amended as follows:

SETTLEMENT DUE 28 February 2018

DATE:

ALLOCATION OF

PREMIUM TO CODING: D4 29.574%

F2 64.664% BB 4.762% 7T 1%

All other terms and conditions remain unaltered.

SETTLEMENT DUE DATE:

In the absence of an insurer(s) specified Settlement Due Date, the Settlement Due Date will be calculated by applying the terms of trade for the inception premium to whichever is the later of either:

- 1) the latest effective date of the subject matter of the contract endorsement; or
- 2) the date on which the final insurer(s) agreement is obtained.

ADDENDUM NUMBER 0002

We hereby confirm that we have made the following Addendum an effective part of Evidence of Cover Number 41048P17. Please check this document carefully to ensure that it meets your requirements in all respects and should any amendments be required please inform us immediately.

INSURED: Aberdeen Income Credit Strategies Fund

TYPE: Insurance of:

Comprehensive Crime Insurance

Directors & Officers and Company Reimbursement Insurance

Professional Indemnity Insurance

EFFECTIVE DATE: 1 December 2018

It is hereby understood and agreed that the **policy period** is extended to read as follows subject to no increase in the aggregate **Limit of Liability**:

POLICY PERIOD: Section Two

27 January 2018 to 14 May 2019

both days at 00:01 hours local standard time at the above address of the Named Insured.

Information: No claims declaration, signed and dated 05 November 2018

All other terms and conditions remain unaltered.