



In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, limitations, conditions, provisions and other terms of this Policy, the Company and the **Insureds** agree as follows:

I. INSURING CLAUSES

Insuring Clause (A): Separate Account and Sub-Advisory Liability Coverage

- (A) The Company shall pay, on behalf of an **Investment Adviser**, **Loss** which such **Investment Adviser** becomes legally obligated to pay on account of any **Claim** first made against such **Investment Adviser** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** by such **Investment Adviser** or by any entity or natural person for whose acts the **Investment Adviser** becomes legally liable, in the performance of or failure to perform **Investment Adviser Services** for or on behalf of any client other than a pooled investment vehicle (except in the capacity as a sub-adviser) before or during the **Policy Period**.

Insuring Clause (B): Fund Adviser Liability Coverage

- (B) The Company shall pay, on behalf of an **Investment Adviser**, **Loss** which such **Investment Adviser** becomes legally obligated to pay on account of any **Claim** first made against such **Investment Adviser** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** by such **Investment Adviser** or by any entity or natural person for whose acts the **Investment Adviser** becomes legally liable, in the performance of or failure to perform **Investment Adviser Services** for or on behalf of an **Investment Fund**, before or during the **Policy Period**.

Insuring Clause (C): Fund Service Provider Liability Coverage

- (C) The Company shall pay, on behalf of a **Fund Service Provider**, **Loss** which such **Fund Service Provider** becomes legally obligated to pay on account of any **Claim** first made against such **Fund Service Provider** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** by such **Fund Service Provider**, in the performance of or failure to perform **Fund Services** for or on behalf of an **Investment Fund**, before or during the **Policy Period**.

II. DEFINITIONS

When used in this Coverage Part:

- (A) **Administrator** means any **Organization** that has a contract with an **Investment Fund** to provide administrative functions to such **Investment Fund**.
- (B) **Claim** means:
- (1) a written demand for monetary damages or non-monetary relief;
 - (2) a civil proceeding commenced by the service of a complaint or similar pleading;
 - (3) an arbitration proceeding commenced by receipt of a written demand for arbitration or similar document;
 - (4) a criminal proceeding commenced by the return of an indictment, information, or similar document; or
 - (5) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, entry of a formal order of investigation, or similar document,



against an **Insured** for a **Wrongful Act**, including any appeal therefrom.

Except as may otherwise be provided in Section IV. EXTENDED REPORTING PERIOD, paragraph (H) of Section V. LIMITS OF LIABILITY, RETENTION AND COINSURANCE, or paragraph (B) of Section VI. REPORTING, of the General Terms and Conditions, a **Claim** shall be deemed to have first been made when such **Claim** is commenced as set forth in this definition or, in the case of a written demand, when such demand is first received by an **Insured**.

- (C) **Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of any **Insured Person**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.
- (D) **Distributor** means any **Organization** that has a contract with an **Investment Fund** to serve as the principal underwriter to an **Investment Fund**, whether acting as principal or agent of the **Investment Fund** or as an intermediary in connection with the distribution or sale of shares of the **Investment Fund**.
- (E) **Fund Service Provider** means:
- (1) any **Organization** that is the **Administrator**, **Distributor**, or **Transfer Agent** of an **Investment Fund**;
or
 - (2) any **Insured Person** of any **Organization** identified in (E)(1) above, but solely in his or her capacity as an **Executive** or **Employee** of such **Organization**.
- (F) **Fund Services** means those services performed or required to be performed by a **Fund Service Provider** solely in its capacity as an **Administrator**, **Distributor**, or **Transfer Agent** for or on behalf of an **Investment Fund** pursuant to a written contract with such **Investment Fund**.
- (G) **Insured** means any **Investment Adviser** and any **Fund Service Provider**.
- (H) **Insured Person** means any **Executive** of an **Investment Adviser** or **Fund Service Provider** or any **Employee** of an **Investment Adviser** or **Fund Service Provider**, solely in his or her capacity as such.
- (I) **Investment Adviser** means:
- (1) any **Organization** that is registered as an adviser under the Investment Advisers Act of 1940, solely in its capacity as such; and
 - (2) any **Insured Person** of any **Organization** identified in (I)(1) above, but solely in his or her capacity as an **Executive** or **Employee** of such **Organization**.
- (J) **Investment Adviser Services** means:
- (1) financial, economic, or investment advice regarding investments in securities;
 - (2) investment management, administrative services, portfolio management and asset allocation services performed;
 - (3) the selection and oversight of investment advisers or outside service providers; and
 - (4) any of the activities or services identified in (J)(1), (J)(2), or (J)(3) above, while performed in the capacity of a fiduciary pursuant to **ERISA**,
for or on behalf of a client pursuant to a written contract between such client and an **Investment Adviser** for consideration; and



(5) the publication of written material, whether in tangible or electronic format, in connection with any of the activities or services identified in (J)(1), (J)(2), (J)(3) or (J)(4) above.

(K) **Investment Fund** means:

- (1) any investment company registered under the Investment Company Act of 1940; or
- (2) any pooled investment vehicle that is listed in the Schedule of Investment Funds Endorsement attached to this Policy.

An **Investment Fund** is not an **Insured** under this Coverage Part.

(L) **Loss** means the amount that an **Insured** becomes legally obligated to pay on account of any **Claim**, including but not limited to damages (including punitive, exemplary, or multiplied damages, if and to the extent that such punitive, exemplary, or multiplied damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages; provided such jurisdiction has a substantial relationship to the relevant **Insured**, to the Company, or to the **Claim** giving rise to the damages), judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**.

Loss shall not include:

- (1) any costs incurred by an **Insured** to comply with any order for injunctive or other non-monetary relief, any agreement to provide such relief, or any regulatory or administrative directive;
- (2) taxes imposed on an **Insured**, fines or penalties, except as provided above with respect to punitive, exemplary or multiplied damages;
- (3) any amount not insurable under the law pursuant to which this Policy is construed, except as provided above with respect to punitive, exemplary or multiplied damages;
- (4) regular or overtime wages, salaries, or fees of **Insured Persons**; or
- (5) that portion of **Loss** that represents the return of fees, charges, commissions or other compensation paid to an **Insured**.

(M) **Transfer Agent** means any **Organization** that records the original issuance, redemption, or transfer of interests in the capital of an **Investment Fund**.

(N) **Wrongful Act** means:

- (1) for purposes of Insuring Clauses (A) and (B):
 - (a) any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by an **Investment Adviser** or by any entity or natural person for whose acts the **Investment Adviser** becomes legally liable; or
 - (b) any actual or alleged violation of the Investment Company Act of 1940, the Investment Advisers Act of 1940, the Securities Act of 1933, the Securities Exchange Act of 1934, **ERISA**, or any foreign equivalent of any of the preceding statutes, by an **Investment Adviser** or by any entity or natural person for whose acts the **Investment Adviser** becomes legally liable,

but only in connection with the **Investment Adviser's** performing or failure to perform **Investment Adviser Services**; and



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- (2) for purposes of Insuring Clause (C):
- (a) any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by a **Fund Service Provider**; or
 - (b) any actual or alleged violation of the Investment Company Act of 1940, the Investment Advisers Act of 1940, the Securities Act of 1933, the Securities Exchange Act of 1934, **ERISA**, or any foreign equivalent of any of the preceding statutes, by a **Fund Service Provider**,
- but only in connection with such **Fund Service Provider's** performing or failure to perform **Fund Services**.
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III. EXCLUSIONS

The Company shall not be liable for **Loss** on account of any **Claim** under this Coverage Part:

- (A) based upon, arising from, or in consequence of **Prior Notice**;
- (B) based upon, arising from, or in consequence of **Pending or Prior Litigation**;
- (C) brought or maintained by or on behalf of any **Insured** in any capacity, or by any entity that owns more than 50% of the outstanding securities of the **Named Organization**; provided this Exclusion III.(C) shall not apply to **Loss** on account of any **Claim** brought or maintained:
 - (1) by an **Insured Person** where such person was provided with or entitled to be provided with **Investment Adviser Services** and is bringing such **Claim** solely in his or her capacity as a client of the **Investment Adviser** and without the solicitation, assistance or participation of any other **Insured**;
 - (2) by an **Insured Person** for contribution or indemnity, if such **Claim** directly results from another **Claim** covered under this Coverage Part;
 - (3) by a bankruptcy or insolvency trustee, examiner, receiver, any assignee of such trustee, examiner or receiver, or any creditors' committee appointed to take control of, supervise, manage or liquidate the **Named Organization**; or
 - (4) by an **Insured Person** if such **Insured Person** has not served in the capacity of an **Insured Person** within any of the three (3) years immediately preceding the date the **Claim** was made, and such **Claim** is brought and maintained without the solicitation, assistance, participation, or intervention of any other **Insured**;
- (D) based upon, arising from, or in consequence of **Pollution** or a **Biological Event**; provided this Exclusion III.(D) shall not apply to **Loss** on account of any **Claim** brought by a client of an **Investment Adviser** in connection with **Investment Adviser Services**, if such **Loss** is allegedly as a result of **Pollution** or a **Biological Event**;
- (E) for bodily injury, emotional distress, mental anguish, sickness, disease or death of any person; provided this Exclusion III.(E) shall not apply to **Loss** on account of any **Claim** for emotional distress or mental anguish arising solely from an **Insured's** performing or failure to perform **Investment Adviser Services** or **Fund Services**;
- (F) for damage to or destruction of any data or tangible property, including loss of use thereof; provided this Exclusion III.(F) shall not apply to **Loss** on account of any **Claim** arising from damage to, destruction of, loss of, or loss of use of, client records in an **Insured's** possession;



- (G) for any actual or alleged violation of the responsibilities, obligations or duties imposed on fiduciaries by **ERISA** as respects any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to any **Insured**;
- (H) for libel, slander, disparagement, wrongful termination of employment, sexual harassment, violation of rights of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, assault or battery; provided this Exclusion III.(H) shall not apply to **Loss** on account of any **Claim** brought by a client for libel, slander, or disparagement arising solely from an **Insured's** performing or failure to perform **Investment Adviser Services** or **Fund Services**;
- (I) for an **Insured's** liability under any contract or agreement, regardless of whether such liability is direct or assumed; provided this Exclusion III.(I) shall not apply to:
- (1) **Loss** on account of any **Claim** brought by or on behalf of a client of the **Insured** in the client's capacity as such; or
 - (2) liability that would attach to an **Insured** even in the absence of a contract or agreement;
- (J) for the inability of any bank or banking firm, custodian, or securities or commodities broker or dealer, to make any payment, or the inability of any such entity or person to settle or effect any transaction of any kind; provided this Exclusion III.(J) shall not apply to **Defense Costs**;
- (K) based upon, arising from, or in consequence of performing or the failure to perform of any investment banking services, including but not limited to any advice in connection with corporate mergers, acquisitions, restructurings, divestitures, issuance of securities, syndication or similar activities; provided this Exclusion III.(K) shall not apply to **Loss** on account of any **Claim** brought by a client, arising from the performance of **Investment Adviser Services** or **Fund Services** by an **Insured** for such client, as long as neither the **Insured** nor the client is a party to or participant in the investment banking transaction;
- (L) based upon, arising from, or in consequence of an **Insured's** performing or failure to perform property management services, real estate appraisal services, or real estate development services;
- (M) based upon, arising from or in consequence of any **Insured** acting as a securities or commodities broker or dealer, or securities underwriter; provided this Exclusion III.(M) shall not apply to **Loss** on account of any **Claim** against a **Fund Service Provider** acting in its capacity as a **Distributor**, other than with respect to such **Distributor's** distributions or sales to the general public;
- (N) for any **Wrongful Act** of an **Insured Person** in his or her capacity as a director, officer, manager, managing partner, trustee, regent, governor, partner, general partner, managing general partner, or employee of any entity other than an **Organization** that is an **Investment Adviser** or **Fund Service Provider**;
- (O) for any **Wrongful Act** committed, attempted, or allegedly committed or attempted by a **Subsidiary** or any **Insured Person** of a **Subsidiary** during any time when such entity was not a **Subsidiary**;
- (P) based upon, arising from, or in consequence of:
- (1) any criminal or deliberately fraudulent act or omission or any willful violation of any statute or regulation by an **Insured**, if a judgment or final adjudication in any proceeding establishes such criminal or deliberately fraudulent act or omission or willful violation; or
 - (2) an **Insured** having gained any profit, remuneration or advantage to which such **Insured** was not legally entitled, if a judgment or final adjudication in any proceeding establishes the gaining of such profit, remuneration or advantage.



For purposes of these Exclusions III.(P)(1) and III.(P)(2) above:

- (a) If:
 - (i) an **Insured** pleads guilty in a criminal proceeding, the elements of each of the offenses to which such plea relates shall, as of the date of such plea, be deemed to have been established by a final adjudication; or
 - (ii) by written agreement or consent order with any federal or state prosecutorial authority or regulatory agency, an **Insured** admits or otherwise agrees to facts, charges or allegations of conduct set forth in Exclusions III.(P)(1) or III.(P)(2) above, then the facts, charges or allegations to which such **Insured** has admitted or otherwise agreed in such written agreement or consent order shall, as of the date of the agreement or order, be deemed to have been established by a final adjudication.
- (b) No criminal or deliberately fraudulent act or omission or any willful violation of any statute or regulation by an **Insured** shall be imputed to any **Insured Person**, and only criminal or deliberately fraudulent acts or omissions or willful violations of any statute or regulation by an **Executive** of an **Organization** shall be imputed to such **Organization**.

SPECIMEN