GENERAL AMERICAN INVESTORS CO INC Form 40-17G July 13, 2017

FRENKEL BENEFITS, LLC

ATTN: MaryEllen Carbone

210 HUDSON STREET, SUITE 601 JERSEY CITY, NJ 07302

**INSURED:** GENERAL AMERICAN INVESTORS COMPANY INC

PRODUCT:

POLICY NO:

TRANSACTION:

RENL

**Chubb Group of Insurance Companies** 

DECLARATIONS
FINANCIAL INSTITUTION
INVESTMENT
COMPANY ASSET PROTECTION
BOND

15 Mountain View Road, Warren, New Jersey 07059

NAME OF ASSURED (including its Subsidiaries):

Bond Number: 80911610

GENERAL AMERICAN INVESTORS COMPANY INC

100 PARK AVENUE, 35TH FLOOR NEW YORK, NY 10017

#### **FEDERAL INSURANCE COMPANY**

Incorporated under the laws of Indiana a stock insurance company herein called the COMPANY

Capital Center, 251 North Illinois, Suite 1100 Indianapolis, IN 46204-1927

12:01 a.m.

ITEM 1. BOND PERIOD: from

on June 15, 2017

12:01 a.m.

to on June 15, 2018

#### ITEM 2. LIMITS OF LIABILITY--DEDUCTIBLE AMOUNTS:

If "Not Covered" isnserted below opposite any specified INSURING CLAUSE, such INSURING CLAUSE and any other reference shall be deemed to be deleted. There shall be no deductible applicable to any loss under INSURING CLAUSE 1. sustained by any Investment Company.

		SINGLE	LOSS	DEDUCTIE	BLE
INSURING CLAUSE		LIMIT OF LIABILITY		AMOUNT	
1.	Employee	\$	2,250,000		\$ 0
2 .	On Premises	\$	2,250,000		\$ 25,000
3.	In Transit	\$	2,250,000		\$ 25,000
4 .	Forgery or Alteration	\$	2,250,000		\$ 25,000
5.	Extended Forgery	\$	Not Covered		\$ None
6.	Counterfeit Money	\$	2,250,000		\$ 25,000
7.	Threats to Person	\$	2,250,000		\$ 25,000
8.	Computer System	\$	2,250,000		\$ 25,000

9. Voice Initiated Funds

Audit Expense

Transfer Instruction \$ Not Covered \$ None Uncollectible Items of Deposit \$ Not Covered \$ None

25,000

\$ 10,000

ITEM 3. THE LIABILITY OF THE COMPANY IS ALSO SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS EXECUTED SIMULTANEOUSLY HEREWITH:

\$

1 - 5

11.

**IN WITNESS WHEREOF, THE COMPANY** has caused this Bond to be signed by its authorized officers, but it shall not be valid unless also signed by an authorized representative of the Company.

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The COMPANY, in consideration of payment of the required premium, and in reliance on the APPLICATION and all other statements made and information furnished to the COMPANY by the ASSURED, and subject to the DECLARATIONS made a part of this Bond and to all other terms and conditions of this Bond, agrees to pay the ASSURED for:

#### Insuring Clauses

#### **Employee**

 Loss resulting directly from Larceny or Embezzlement committed by any Employee, alone or in collusion with others.

#### On Premises

2. Loss of **Property** resulting directly from robbery, burglary, false pretenses, common law or statutory larceny, misplacement, mysterious unexplainable disappearance, damage, destruction or removal, from the possession, custody or control of the ASSURED, while such **Property** is lodged or deposited at premises located anywhere.

#### In Transit

- 3 . Loss of **Property** resulting directly from common law or statutory larceny, misplacement, mysterious unexplainable disappearance, damage or destruction, while the **Property** is in transit anywhere:
  - a. in an armored motor vehicle, including loading and unloading thereof,
  - in the custody of a natural person acting as a messenger of the b.  $\mbox{ASSURED}, \label{eq:assumption}$

or

- c. in the custody of a **Transportation Company** and being transported in a
  conveyance other than an armored motor vehicle provided, however, that
  covered **Property** transported in such manner is limited to the following:
  - (1) written records,

securities issued in registered form, which are not endorsed or are restrictively endorsed, or

negotiable instruments not payable to bearer, which are not endorsed or are restrictively endorsed.

Coverage under this INSURING CLAUSE begins immediately on the receipt of such **Property** by the natural person or **Transportation Company** and ends immediately on delivery to the premises of the addressee or to any representative of the addressee located anywhere.

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## Insuring Clauses

(continued)

#### Forgery Or Alteration

4. Loss resulting directly from:

**Forgery** on, or fraudulent material alteration of, any bills of a. exchange,

checks, drafts, acceptances, certificates of deposits, promissory notes, due

bills, money orders, orders upon public treasuries, letters of credit, other

written promises, orders or directions to pay sums certain in money, or

receipts for the withdrawal of Property, or

transferring, paying or delivering any funds or other **Property**, or b. establishing

any credit or giving any value in reliance on any written instructions, advices

or applications directed to the ASSURED authorizing or acknowledging the

transfer, payment, delivery or receipt of funds or other **Property**, which

instructions, advices or applications fraudulently purport to bear the handwritten signature of any customer of the ASSURED, or shareholder or

subscriber to shares of an **Investment Company**, or of any financial

institution or **Employee** but which instructions, advices or applications either

bear a **Forgery** or have been fraudulently materially altered without the

knowledge and consent of such customer, shareholder, subscriber, financial

institution or Employee;

excluding, however, under this INSURING CLAUSE any loss covered under INSURING CLAUSE 5. of this Bond, whether or not coverage for INSURING CLAUSE 5. is provided for in the DECLARATIONS of this Bond.

For the purpose of this INSURING CLAUSE, a mechanically reproduced facsimile signature is treated the same as a handwritten signature.

#### Extended Forgery

- 5. Loss resulting directly from the ASSURED having, in good faith, and in the ordinary course of business, for its own account or the account of others in any capacity:
  - acquired, accepted or received, sold or delivered, or given value, a. extended credit or assumed liability, in reliance on any original Securities, documents or other written instruments which prove to:
    - bear a Forgery or a fraudulently material
    - (1) alteration,
    - (2)have been lost or stolen, or
    - (3)be Counterfeit, or
  - b. guaranteed in writing or witnessed any signatures on any transfer, assignment, bill of sale, power of attorney, guarantee, endorsement or other

obligation upon or in connection with any Securities, documents or other

written instruments.

Actual physical possession, and continued actual physical possession if taken as collateral, of such Securities, documents or other written instruments by an Employee, Custodian, or a Federal or State chartered deposit institution of the ASSURED is a condition precedent to the ASSURED having relied on such items. Release or return of such collateral is an acknowledgment by the ASSURED that it no longer relies on such collateral.

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#### Insuring Clauses

# Extended Forgery (continued)

For the purpose of this INSURING CLAUSE, a mechanically reproduced facsimile signature is treated the same as a handwritten signature.

#### Counterfeit Money

6. Loss resulting directly from the receipt by the ASSURED in good faith of any **Counterfeit** money.

#### Threats To Person

7.

Loss resulting directly from surrender of **Property** away from an office of the ASSURED as a result of a threat communicated to the ASSURED to do bodily harm to an **Employee** as defined in SECTION 1.e. (1), (2) and (5), a **Relative** or invitee of such **Employee**, or a resident of the household of such **Employee**, who is, or allegedly is, being held captive provided, however, that prior to the surrender of such **Property**:

- a. the **Employee** who receives the threat has made a reasonable effort to notify an officer of the ASSURED who is not involved in such threat, and
- the ASSURED has made a reasonable effort to notify the Federal Bureau
   of
   Investigation and local law enforcement authorities concerning such threat.

It is agreed that for purposes of this INSURING CLAUSE, any **Employee** of the ASSURED, as set forth in the preceding paragraph, shall be deemed to be an ASSURED hereunder, but only with respect to the surrender of money, securities and other tangible personal property in which such **Employee** has a legal or equitable interest.

#### Computer System

- 8. Loss resulting directly from fraudulent:
  - a. entries of data into, or
  - b. changes of data elements or programs within,
  - a **Computer System**, provided the fraudulent entry or change causes:

funds or other property to be transferred, paid or delivered,

an account of the ASSURED or of its customer to be added, deleted, or

(3)

an unauthorized account or a fictitious account to be debited or credited.

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## Insuring Clauses

(continued)

Voice Initiated Funds

Transfer Instruction

9.

Loss resulting directly from Voice Initiated Funds Transfer Instruction directed

to the ASSURED authorizing the transfer of dividends or redemption proceeds of

Investment Company shares from a Customer's account, provided such Voice

Initiated Funds Transfer Instruction was:

received at the ASSURED'S offices by those

**Employees** of the ASSURED a.

specifically authorized to receive the Voice

**Initiated Funds Transfer** 

Instruction,

made by a person purporting to be a Customer,

b. and

made by said person for the purpose of causing

the ASSURED or Customer c.

to sustain a loss or making an improper personal

financial gain for such

person or any other person.

In order for coverage to apply under this INSURING CLAUSE, all Voice Initiated

Funds Transfer Instructions must be received and processed in accordance with

the Designated Procedures outlined in the APPLICATION furnished to the COMPANY.

Uncollectible Items of

Deposit

10.

Loss resulting directly from the ASSURED having credited an account of a customer, shareholder or subscriber on the faith of any Items of Deposit

prove to be uncollectible, provided that the crediting of such account causes:

redemptions or withdrawals to be permitted, a.

		b.	shares to be issued, or	
		C.	dividends to be paid,	
	from	an account of an Inve	stment Company.	
		In order for cov ASSURED	erage to apply under this INSURING CLAUSE, th	е
			s of Deposit for the minimum number of days state before permitting any redemptions or withdrawals	
		•	g any dividends with respect to such Items of De	posit.
		-	sit shall not be deemed uncollectible until the ASS	SURED'S
		standard collec	tion procedures have failed.	
Audit Expense	11 .		ed by the ASSURED for that part of the cost of au equired by any governmental regulatory authority	
			be conducted by such authority, organization or t	heir
			iscovery of loss sustained by the ASSURED and	covered by
		Bond.		
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## General **Agreements**

Additional Companies A. Included As Assured

If more than one corporation, or **Investment Company**, or any combination of them is included as the ASSURED herein:

> The total liability of the COMPANY under this Bond (1) for loss or losses

> > sustained by any one or more or all of them shall not exceed the limit for

which the COMPANY would be liable under this Bond if all such loss were

sustained by any one of them.

Only the first named ASSURED shall be deemed to (2)be the sole agent of the

others for all purposes under this Bond, including but not limited to the giving

or receiving of any notice or proof required to be given and for the purpose of

effecting or accepting any amendments to or termination of this Bond. The

COMPANY shall furnish each Investment

Company with a copy of the

Bond and with any amendment thereto, together with a copy of each formal

filing of claim by any other named ASSURED and notification of the terms of

the settlement of each such claim prior to the execution of such settlement.

The COMPANY shall not be responsible for the (3)proper application of any

payment made hereunder to the first named

ASSURED.

Knowledge possessed or discovery made by any (4)

partner, director, trustee,

officer or supervisory employee of any ASSURED shall constitute knowledge

or discovery by all the ASSUREDS for the purposes

of this Bond.

If the first named ASSURED ceases for any reason (5)

to be covered under this

Bond, then the ASSURED next named on the

APPLICATION shall thereafter

be considered as the first named ASSURED for the purposes of this Bond.

Representation Made

By B.

Assured

The ASSURED represents that all information it has furnished in the APPLICATION for this Bond or otherwise is complete, true and correct. Such APPLICATION and other information constitute part of this Bond.

The ASSURED must promptly notify the COMPANY of any change in any fact or circumstance which materially affects the risk assumed by the COMPANY under this Bond.

Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in the APPLICATION or otherwise, shall be grounds for recision of this Bond.

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# General Agreements

(continued)

Additional Offices Or C.

Employees Consolidation,

Merger Or Purchase Or
Acquisition Of Assets Or
Liabilities - Notice To
Company

If the ASSURED, other than an Investment Company, while this Bond is in force,

merges or consolidates with, or purchases or acquires assets or liabilities of another institution, the ASSURED shall not have the coverage afforded under this Bond for loss which has:

(1)	occurred or will occur or	
( . )	000000 0 0000. 0.	. p. oooo, o.

(2)	been caused or will be caused by an employee, or
(3)	arisen or will arise out of the assets or liabilities,

of such institution, unless the ASSURED:

gives the COMPANY written notice of the proposed
to the contract of the contrac

a. consolidation, merger or

purchase or acquisition of assets or liabilities prior

to the proposed effective date of such action, and

obtains the written consent of the COMPANY to

b. extend some or all of the

coverage provided by this Bond to such additional

exposure, and

on obtaining such consent, pays to the COMPANY

c. an additional premium.

Change Of Control -Notice To Company D.

When the ASSURED learns of a change in control (other than in an **Investment Company**), as set forth in Section 2(a) (9) of the Investment Company Act of 1940, the ASSURED shall within sixty (60) days give written notice to the COMPANY setting forth:

the names of the transferors and transferees (or the

(1) names of the beneficial

owners if the voting securities are registered in

another name),

the total number of voting securities owned by the

(2) transferors and the

transferees (or the beneficial owners), both

immediately before and after the

transfer, and

(3) the total number of outstanding voting securities.

Failure to give the required notice shall result in termination of coverage for any

loss involving a transferee, to be effective on the date of such change in control.

Court Costs And Attorneys' Fees

E.

The COMPANY will indemnify the ASSURED for court costs and reasonable attorneys' fees incurred and paid by the ASSURED in defense, whether or not successful, whether or not fully litigated on the merits and whether or not settled, of any claim, suit or legal proceeding with respect to which the ASSURED would be entitled to recovery under this Bond. However, with respect to INSURING CLAUSE 1., this Section shall only apply in the event that:

- an Employee admits to being guilty of Larceny or Embezzlement, (1)
- an Employee is adjudicated to be guilty of Larceny (2) or Embezzlement, or

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#### General Agreements

Attorneys' Fees

in the absence of 1 or 2 above, an arbitration panel agrees,

Court Costs And

(3)

after a review of
an agreed statement of facts between the COMPANY and the

an agreed statement of facts between the COMPANY and the ASSURED.

that an **Employee** would be found guilty of **Larceny or**(continued)

Embezzlement if

such Employee were prosecuted.

The ASSURED shall promptly give notice to the COMPANY of any such suit or legal proceeding and at the request of the COMPANY shall furnish copies of all pleadings and pertinent papers to the COMPANY. The COMPANY may, at its sole option, elect to conduct the defense of all or part of such legal proceeding. The defense by the COMPANY shall be in the name of the ASSURED through attorneys selected by the COMPANY. The ASSURED shall provide all reasonable information and assistance as required by the COMPANY for such defense.

If the COMPANY declines to defend the ASSURED, no settlement without the prior written consent of the COMPANY nor judgment against the ASSURED shall determine the existence, extent or amount of coverage under this Bond.

If the amount demanded in any such suit or legal proceeding is within the DEDUCTIBLE AMOUNT, if any, the COMPANY shall have no liability for court costs and attorney's fees incurred in defending all or part of such suit or legal proceeding.

If the amount demanded in any such suit or legal proceeding is in excess of the LIMIT OF LIABILITY stated in ITEM 2. of the DECLARATIONS for the applicable INSURING CLAUSE, the COMPANY'S liability for court costs and attorney's fees incurred in defending all or part of such suit or legal proceedings is limited to the proportion of such court costs and attorney's fees incurred that the LIMIT OF LIABILITY stated in ITEM 2. of the DECLARATIONS for the applicable INSURING CLAUSE bears to the total of the amount demanded in such suit or legal proceeding.

If the amount demanded is any such suit or legal proceeding is in excess of the DEDUCTIBLE AMOUNT, if any, but within the LIMIT OF LIABILITY stated in ITEM 2.

of the DECLARATIONS for the applicable INSURING CLAUSE, the

COMPANY'S liability for court costs and attorney's fees incurred in defending all or part of such suit or legal proceedings shall be limited to the proportion of such court costs or attorney's fees that the amount demanded that would be payable under this Bond after application of the DEDUCTIBLE AMOUNT, bears to the total amount demanded.

Amounts paid by the COMPANY for court costs and attorneys' fees shall be in addition to the LIMIT OF LIABILITY stated in ITEM 2. of the DECLARATIONS.

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# Conditions and Limitations

**Definitions** 

- 1. As used in this Bond:
  - a. Computer System means a computer and all input, output, processing, storage, off-line media libraries, and communication facilities which are connected to the computer and which are under the control and supervision
    of the operating system(s) or application(s) software used by the ASSURED.
  - Counterfeit means an imitation of an actual valid original which is
    b. intended
    to deceive and be taken as the original.
  - Custodian means the institution designated by an Investment Company
     to
     maintain possession and control of its assets.
  - d. Customer means an individual, corporate, partnership, trust customer, shareholder or subscriber of an Investment Company which has a written agreement with the ASSURED for Voice Initiated Funds Transfer Instruction.
  - e. **Employee** means:
    - (1) an officer of the ASSURED,
    - a natural person while in the regular service of the ASSURED at any of the ASSURED'S premises and compensated directly by the ASSURED through its payroll system and subject to the United States Internal

      Revenue Service Form W-2 or equivalent income reporting plans of other countries, and whom the ASSURED has the right to control and direct both as to the result to be accomplished and details and means by which such result is accomplished in the performance of such

service,

(3 ) ASSURED'S premises,	a guest student pursuing studies or performing duties in any of the
(4)	an attorney retained by the ASSURED and an employee of such attorney while either is performing legal services for the ASSURED,
(5 )	a natural person provided by an employment contractor to perform employee duties for the ASSURED under the ASSURED'S supervision
	at any of the ASSURED'S premises,
(6)	an employee of an institution merged or consolidated with the ASSURED prior to the effective date of this Bond,
(7)	a director or trustee of the ASSURED, but only while performing acts within the scope of the customary and usual duties of any officer or other employee of the ASSURED or while acting as a member of any committee duly elected or appointed to examine or audit or have custody of or access to <b>Property</b> of the ASSURED, or
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

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# Conditions and Limitations

**Definitions** 

(continued)

(8)

each natural person, partnership or corporation authorized by written agreement with the ASSURED to perform services as electronic data processor of checks or other accounting records related to such checks but

only while such person, partnership or corporation is actually performing such services and not:

creating, preparing, modifying or maintaining the

a. **ASSURED'S** 

computer software or programs, or

acting as transfer agent or in any other agency b.

capacity in issuing

checks, drafts or securities for the ASSURED,

(9)any partner, officer or employee of an investment advisor, an underwriter (distributor), a transfer agent or shareholder accounting recordkeeper, or

> administrator, for an Investment Company while performing acts coming within the scope of the customary and usual duties of an officer or employee

of an Investment Company or acting as a member of any committee duly

elected or appointed to examine, audit or have custody of or access to Property of an Investment Company.

The term **Employee** shall not include any partner, officer or employee of

transfer agent, shareholder accounting recordkeeper or administrator:

which is not an "affiliated person" (as defined in

Section 2(a) of the

Investment Company Act of 1940) of an

Investment Company or of

the investment advisor or underwriter (distributor)

of such Investment

Company, or

b.

a.

which is a "bank" (as defined in Section 2(a) of the Investment

Company Act of 1940).

This Bond does not afford coverage in favor of the employers of persons as set forth in e. (4), (5) and (8) above, and upon payment to the ASSURED by the COMPANY resulting

directly from Larceny or

**Embezzlement** committed by any of the partners, officers or

employees of such employers, whether acting alone or in collusion with

others, an assignment of such of the ASSURED'S rights and causes of

action as it may have against such employers by reason of such acts

so committed shall, to the extent of such payment, be given by the

ASSURED to the COMPANY, and the ASSURED shall execute all

papers necessary to secure to the COMPANY the rights provided for

herein.

Each employer of persons as set forth in e.(4), (5) and (8) above and the partners, officers and other employees of such employers shall collectively

be deemed to be one person for all the purposes of this Bond; excepting, however, the fifth paragraph of Section 13.

Independent contractors not specified in e.(4), (5) or (8) above, intermediaries, agents, brokers or other representatives of the same general

character shall not be considered Employees.

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# Conditions and Limitations

Definitions	f.	<b>Forgery</b> means the signing of the name of another natural person with the
(continued)		intent to deceive but does not mean a signature which consists in whole or in
		part of one's own name, with or without authority, in any capacity for any
		purpose.
	g.	Investment Company means any investment company registered under the
		Investment Company Act of 1940 and listed under the NAME OF ASSURED
		on the DECLARATIONS.
	h.	Items of Deposit means one or more checks or drafts drawn upon a
		financial institution in the United States of America.
	i.	Larceny or Embezzlement means larceny or embezzlement as defined in
		Section 37 of the Investment Company Act of 1940.
	j.	<b>Property</b> means money, revenue and other stamps; securities; including any
		note, stock, treasury stock, bond, debenture, evidence of indebtedness,
		certificate of deposit, certificate of interest or participation in any profit-
		sharing agreement, collateral trust certificate, preorganization

certificate or

trust certificate,

in oil, gas, or

known as a

certificate of

receipt for,

of the

subscription, transferable share, investment contract, voting

other mineral rights, any interest or instruments commonly

certificate of deposit for a security, fractional undivided interest

security under the Investment Company Act of 1940, any other

interest or participation in, temporary or interim certificate for,

guarantee of, or warrant or right to subscribe to or purchase any

foregoing; bills of exchange; acceptances; checks; withdrawal orders; money

orders; travelers' letters of credit; bills of lading; abstracts of title; insurance

policies, deeds, mortgages on real estate and/or upon chattels and interests

therein; assignments of such policies, deeds or mortgages; other valuable

papers, including books of accounts and other records used by the

ASSURED in the conduct of its business (but excluding all electronic data

processing records); and, all other instruments similar to or in the nature of

the foregoing in which the ASSURED acquired an interest at the time of the

ASSURED'S consolidation or merger with, or purchase of the principal

assets of, a predecessor or which are held by the ASSURED for any

purpose or in any capacity and whether so held gratuitously or not and

whether or not the ASSURED is liable therefor.

**Relative** means the spouse of an **Employee** or partner of the ASSURED

and any unmarried child supported wholly by, or living in the home of, such

**Employee** or partner and being related to them by blood, marriage or legal

guardianship.

Securities, documents or other written instruments means original

(including original counterparts) negotiable or non-negotiable instruments, or

assignments thereof, which in and of themselves represent an equitable

interest, ownership, or debt and which are in the ordinary course of business

transferable by delivery of such instruments with any necessary endorsements or assignments.

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Ι.

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Subsidiary means any organization that, at the

For the purposes of these definitions, the singular includes the plural and

plural includes the singular, unless otherwise indicated.

# Conditions and Limitations

**Definitions** inception date of this Bond, m. is named in the APPLICATION or is created (continued) during the BOND PERIOD and of which more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled by the ASSURED either directly or through one or more of its subsidiaries. Transportation Company means any organization which provides its own n. or its leased vehicles for transportation or which provides freight forwarding or air express services. Voice Initiated Election means any election concerning dividend options ο. available to Investment Company shareholders or subscribers which is requested by voice over the telephone. Voice Initiated Redemption means any redemption of shares issued by an p. **Investment Company** which is requested by voice over the telephone. **Voice Initiated Funds Transfer Instruction** means any Voice Initiated q. Redemption or Voice Initiated Election.

General Exclusions - 2 . This bond does not directly or indirectly cover:

a.

	Edgar Filing: GENERAL AMERICAN INVES	TORS CO INC - Form 40-1/G
Applicable to All Insuring		loss not reported to the COMPANY in writing within sixty (60) days after
Clauses		termination of this Bond as an entirety;
	b.	loss due to riot or civil commotion outside the United States of America and
		Canada, or any loss due to military, naval or usurped power, war or
		insurrection. This Section 2.b., however, shall not apply to loss which occurs
		in transit in the circumstances recited in INSURING CLAUSE 3., provided
		that when such transit was initiated there was no knowledge on the part of
		any person acting for the ASSURED of such riot, civil commotion, military,
		naval or usurped power, war or insurrection;
	c.	loss resulting from the effects of nuclear fission or fusion or radioactivity;
	d.	loss of potential income including, but not limited to, interest and dividends
		not realized by the ASSURED or by any customer of the ASSURED;
	e.	damages of any type for which the ASSURED is legally liable, except
		compensatory damages, but not multiples thereof, arising from a loss
		covered under this Bond;
	f.	costs, fees and expenses incurred by the ASSURED in establishing the
		existence of or amount of loss under this Bond, except to the extent covered
		under INSURING CLAUSE 11.;
	g.	loss resulting from indirect or consequential loss of any nature;
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# Conditions and Limitations

General Exclusions Applicable to All
Insuring
Clauses
(continued)

- h. loss resulting from dishonest acts by any member of the Board of Directors
   or Board of Trustees of the ASSURED who is not an **Employee**, acting alone or in collusion with others:
- loss, or that part of any loss, resulting solely from any violation by the
   ASSURED or by any Employee:
  - (1) of any law regulating:

the issuance, purchase or sale of

a. securities,

securities transactions on security or

b. commodity exchanges or

the over the counter market,

c. investment companies,

d. investment advisors, or

of any rule or regulation made pursuant to any such law;

(2) or

- j. loss of confidential information, material or data;
- k. loss resulting from voice requests or instructions received over the telephone, provided however, this Section 2.k. shall not apply to INSURING CLAUSE 7. or 9.

Specific Exclusions -Applicable To All Insuring Clauses Except Insuring Clause 1.

#### 3. This Bond does not directly or indirectly cover:

- a. loss caused by an **Employee**, provided, however, this Section 3.a. shall not apply to loss covered under INSURING CLAUSE 2. or 3. which results directly from misplacement, mysterious unexplainable disappearance, or damage or destruction of **Property**;
- b. loss through the surrender of property away from premises of the ASSURED as a result of a threat:

to do bodily harm to any natural person, except loss of

(1) **Property** in

transit in the custody of any person acting as messenger of the

ASSURED, provided that when such transit was initiated there was no

knowledge by the ASSURED of any such threat, and provided further

that this Section 3.b. shall not apply to INSURING CLAUSE 7., or

to do damage to the premises or **Property** of the ASSURED;

- loss resulting from payments made or withdrawals from any account involving erroneous credits to such account;
- d. loss involving Items of Deposit which are not finally paid for any reason provided however, that this Section 3.d. shall not apply to INSURING CLAUSE 10.;
- e. loss of property while in the mail;

(2)

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98)

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# Conditions and Limitations

Specific Exclusions -

Applicable To All Insuring

Clauses Except Insuring
Clause 1.

(continued)

loss resulting from the failure for any reason of a financial or f. depository

institution, its receiver or other liquidator to pay or deliver funds or other

**Property** to the ASSURED provided further that this Section 3.f. shall not

apply to loss of **Property** resulting directly from robbery, burglary, misplacement, mysterious unexplainable disappearance, damage, destruction or removal from the possession, custody or control of the ASSURED.

loss of **Property** while in the custody of a **Transportation** g. **Company**,

provided however, that this Section 3.g. shall not apply to INSURING CLAUSE 3.:

h. loss resulting from entries or changes made by a natural person with authorized access to a **Computer System** who acts in good faith on instructions, unless such instructions are given to that person by a software

contractor or its partner, officer, or employee authorized by the ASSURED to

design, develop, prepare, supply, service, write or implement programs for

the ASSURED's Computer System; or

loss resulting directly or indirectly from the input of data into a

i. Computer

**System** terminal, either on the premises of the customer of the ASSURED

or under the control of such a customer, by a customer or other person who  $% \left( 1\right) =\left( 1\right) \left( 1\right)$ 

had authorized access to the customer's authentication mechanism.

loss resulting from the complete or partial non-payment of or default

Specific Exclusions -

4. This bond does not directly or indirectly cover:

on any

a.

Applicable To All Insuring

loan whether such loan was procured in good faith or through trick, artifice,

Clauses Except Insuring

Clauses 1., 4., And 5.

fraud or false pretenses; provided, however, this Section 4.a. shall not apply

to INSURING CLAUSE 8.;

loss resulting from forgery or any

b. alteration;

loss involving a counterfeit provided, however, this Section 4.c. shall

c. not

apply to INSURING CLAUSE 5. or 6.

Limit Of Liability/Non-Reduction And Non-Accumulation Of Liability 5. At all times prior to termination of this Bond, this Bond shall continue in force for the limit stated in the applicable sections of ITEM 2. of the DECLARATIONS, notwithstanding any previous loss for which the COMPANY may have paid or be liable to pay under this Bond provided, however, that the liability of the COMPANY

under this Bond with respect to all loss resulting from:

any one act of burglary, robbery or hold-up, or attempt thereat, in

a. which no

Employee is concerned or implicated, or

- any one unintentional or negligent act on the part of any one person resulting in damage to or destruction or misplacement of **Property**, or
- c. all acts, other than those specified in a. above, of any one person, or

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98)

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# Conditions and Limitations

any one casualty or event other than those specified Limit Of Liability/Nond. in a., b., or c. above, shall be deemed to be one loss and shall be limited to the applicable LIMIT Reduction And Non-LIABILITY stated in ITEM 2. of the DECLARATIONS of this Bond Accumulation Of Liability irrespective of the total amount of such loss or losses and shall not be cumulative in (continued) amounts from year to year or from period to period. All acts, as specified in c. above, of any one person which directly or indirectly aid in any way wrongful acts of i. any other person or persons, or permit the continuation of wrongful acts of any other ii. person or persons whether such acts are committed with or without the knowledge of the wrongful acts of the person so aided, and whether such acts are committed with or without the intent to aid such other person, shall be deemed to be one loss with the wrongful acts of all persons so aided. 6. This Bond applies only to loss first discovered by an officer of the ASSURED Discovery during the BOND PERIOD. Discovery occurs at the earlier of an officer of the ASSURED being aware of: facts which may subsequently result in a loss of a type covered by this Bond, a. or

b.

an actual or potential claim in which it is alleged that

the ASSURED is liable

to a third party.

regardless of when the act or acts causing or contributing to such loss occurred,

even though the amount of loss does not exceed the applicable DEDUCTIBLE

AMOUNT, or the exact amount or details of loss may not then be known.

Notice To Company -	7.	a.	The ASSURED shall give the COMPANY notice thereof at the earliest
Proof - Legal Proceedings			practicable moment, not to exceed sixty (60) days after discovery of loss, in
Against Company			an amount that is in excess of 50% of the applicable DEDUCTIBLE
			AMOUNT, as stated in ITEM 2. of the DECLARATIONS.
		b.	The ASSURED shall furnish to the COMPANY proof of loss, duly sworn to,
			with full particulars within six (6) months after such discovery.
		C.	Securities listed in a proof of loss shall be identified by certificate or bond
			numbers, if issued with them.
		d.	Legal proceedings for the recovery of any loss under this Bond shall not be
			brought prior to the expiration of sixty (60) days after the proof of loss is filed
			with the COMPANY or after the expiration of twenty-four (24) months from
			the discovery of such loss.
		e.	This Bond affords coverage only in favor of the ASSURED. No claim, suit,
			action or legal proceedings shall be brought under this Bond by anyone
			other than the ASSURED.

ICAP Bond (5-98)

Form 17-02-1421 (Ed. 5-98)

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# Conditions and Limitations

Notice To Company -Proof - Legal Proceedings Against Company (continued) Proof of loss involving Voice Initiated Funds

f. Transfer Instruction shall

include electronic recordings of such instructions.

Deductible Amount

8.

The COMPANY shall not be liable under any INSURING CLAUSES of this Bond

on account of loss unless the amount of such loss, after deducting the net amount

of all reimbursement and/or recovery obtained or made by the ASSURED, other

than from any Bond or policy of insurance issued by an insurance company and

covering such loss, or by the COMPANY on account thereof prior to payment by

the COMPANY of such loss, shall exceed the DEDUCTIBLE AMOUNT set forth in

ITEM 3. of the DECLARATIONS, and then for such excess only, but in no event

for more than the applicable LIMITS OF LIABILITY stated in ITEM 2. of the DECLARATIONS.

There shall be no deductible applicable to any loss under INSURING CLAUSE 1.

sustained by any Investment Company.

Valuation

#### 9. BOOKS OF ACCOUNT OR OTHER RECORDS

The value of any loss of **Property** consisting of books of account or other records

used by the ASSURED in the conduct of its business shall be the amount paid by

the ASSURED for blank books, blank pages, or other materials which replace the

lost books of account or other records, plus the cost of labor paid by the ASSURED for the actual transcription or copying of data to reproduce such books

of account or other records.

The value of any loss of **Property** other than books of account or other records

used by the ASSURED in the conduct of its business, for which a claim is made

shall be determined by the average market value of such **Property** on the business day immediately preceding discovery of such loss provided, however,

that the value of any **Property** replaced by the ASSURED with the consent of the

COMPANY and prior to the settlement of any claim for such **Property** shall be the

actual market value at the time of replacement.

In the case of a loss of interim certificates, warrants, rights or other securities, the

production of which is necessary to the exercise of subscription, conversion,

redemption or deposit privileges, the value of them shall be the market value of

such privileges immediately preceding their expiration if said loss is not discovered

until after their expiration. If no market price is quoted for such **Property** or for

such privileges, the value shall be fixed by agreement between the parties.

#### **OTHER PROPERTY**

The value of any loss of **Property**, other than as stated above, shall be the

cash value or the cost of repairing or replacing such **Property** with **Property** of

like quality and value, whichever is less.

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98)

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# Conditions and Limitations

(continued)

Securities Settlement

10.

In the event of a loss of securities covered under this Bond, the COMPANY

at its sole discretion, purchase replacement securities, tender the value of the

securities in money, or issue its indemnity to effect replacement securities.

The indemnity required from the ASSURED under the terms of this Section against all loss, cost or expense arising from the replacement of securities by the

COMPANY'S indemnity shall be:

for securities having a value less than or equal to a.

the applicable

DEDUCTIBLE AMOUNT - one hundred (100%)

percent;

for securities having a value in excess of the b.

**DEDUCTIBLE AMOUNT but** 

within the applicable LIMIT OF LIABILITY - the

percentage that the

DEDUCTIBLE AMOUNT bears to the value of the

securities:

for securities having a value greater than the c.

applicable LIMIT OF LIABILITY

- the percentage that the DEDUCTIBLE AMOUNT

and portion in excess of

the applicable LIMIT OF LIABILITY bears to the

value of the securities.

The value referred to in Section 10.a., b., and c. is the value in accordance

Section 9, Valuation, regardless of the value of such securities at the time the loss

under the COMPANY'S indemnity is sustained.

The COMPANY is not required to issue its indemnity for any portion of a loss of

securities which is not covered by this Bond; however, the COMPANY may

as a courtesy to the ASSURED and at its sole discretion.

The ASSURED shall pay the proportion of the Company's premium charge for the

Company's indemnity as set forth in Section 10.a., b., and c. No portion of the

LIMIT OF LIABILITY shall be used as payment of premium for any indemnity

purchased by the ASSURED to obtain replacement securities.

Subrogation - Assignment -11.

Recovery

In the event of a payment under this Bond, the COMPANY shall be subrogated to

all of the ASSURED'S rights of recovery against any person or entity to the extent

of such payment. On request, the ASSURED shall deliver to the COMPANY an

assignment of the ASSURED'S rights, title and interest and causes of action against any person or entity to the extent of such payment.

Recoveries, whether effected by the COMPANY or by the ASSURED, shall be

applied net of the expense of such recovery in the following order:

first, to the satisfaction of the ASSURED'S loss

a. which would otherwise have

been paid but for the fact that it is in excess of the

applicable LIMIT OF

LIABILITY,

second, to the COMPANY in satisfaction of

b. amounts paid in settlement of

the ASSURED'S claim,

third, to the ASSURED in satisfaction of the

c. applicable DEDUCTIBLE

AMOUNT, and

ICAP Bond (5-98)

Form 17-02-1421 (Ed. 5-98)

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# Conditions and Limitations

Subrogation -Assignment –

Recovery

(continued)

fourth, to the ASSURED in satisfaction of any loss

d. suffered by the

ASSURED which was not covered under this

Bond.

Recovery from reinsurance or indemnity of the COMPANY shall not be deemed a

recovery under this section.

Cooperation Of Assured

12.

At the COMPANY'S request and at reasonable times and places designated by

the COMPANY, the ASSURED shall:

submit to examination by the COMPANY and

a. subscribe to the same under

oath.

produce for the COMPANY'S examination all

b. pertinent records, and

cooperate with the COMPANY in all matters

c. pertaining to the loss.

The ASSURED shall execute all papers and render assistance to secure to

COMPANY the rights and causes of action provided for under this Bond.

The

ASSURED shall do nothing after loss to prejudice such rights or causes of action.

Termination

If the Bond is for a sole ASSURED, it shall not be terminated unless 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 termination.

If the Bond is for a joint ASSURED, it shall not be terminated unless written notice

shall have been given by the acting party to the affected party, and by the

COMPANY to all ASSURED **Investment Companies** and to the Securities and

Exchange Commission, Washington, D.C., not less than sixty (60) days prior to

the effective date of such termination.

This Bond will terminate as to any one ASSURED, other than an **Investment** 

#### Company:

immediately on the taking over of such ASSURED

a. by a receiver or other

liquidator or by State or Federal officials, or

immediately on the filing of a petition under any

b. State or Federal statute

relative to bankruptcy or reorganization of the

ASSURED, or assignment for

the benefit of creditors of the ASSURED, or

immediately upon such ASSURED ceasing to

c. exist, whether through merger

into another entity, disposition of all of its assets or

otherwise.

The COMPANY shall refund the unearned premium computed at short rates in

accordance with the standard short rate cancellation tables if terminated by the

ASSURED or pro rata if terminated for any other reason.

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98)

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# Conditions and Limitations

Termination		If any partner, director, trustee, or officer or supervisory employee of an	
(continued)		ASSURED not acting dishonest act	in collusion with an <b>Employee</b> learns of any
		committed by such <b>Employee</b> at any time, whether in the employment of the	
		ASSURED or otherwise, whether or not such act is of the type covered under this	
		Bond, and whether against the ASSURED or any other person or entity, the ASSURED:	
		a.	shall immediately remove such <b>Employee</b> from a position that would enable
			such <b>Employee</b> to cause the ASSURED to suffer a loss covered by this
			Bond; and
		b.	within forty-eight (48) hours of learning that an <b>Employee</b> has committed
			any dishonest act, shall notify the COMPANY, of such action and provide full
	par	particulars of such dishonest act.  The COMPANY may terminate coverage as respects any <b>Employee</b> sixty (60)	
		days after written notice is received by each ASSURED <b>Investment Company</b>	
		and the Securities and Exchange Commission, Washington, D.C. of its desire to	
		terminate this Bond as	s to such <b>Employee</b> .
		_	
Other Insurance	14 .	Coverage under this Bond shall apply only as excess over any valid and collectible	
		insurance, indemnity of	or suretyship obtained by or on behalf of:
		a.	the ASSURED,

b.

a Transportation Company, or

another entity on whose premises the loss c. occurred or which employed the person causing the loss or engaged the messenger conveying the **Property** involved.

Conformity

15 .

If any limitation within this Bond is prohibited by any law controlling this Bond's

construction, such limitation shall be deemed to be amended so as to equal

the

minimum period of limitation provided by such law.

Change or Modification

16.

This Bond or any instrument amending or affecting this Bond may not be changed

or modified orally. No change in or modification of this Bond shall be effective

except when made by written endorsement to this Bond signed by an authorized

representative of the COMPANY.

If this Bond is for a sole ASSURED, no change or modification which would adversely affect the rights of the ASSURED shall be effective prior to sixty (60)

days after written notice has been furnished to the Securities and Exchange Commission, Washington, D.C., by the acting party.

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98)

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## Conditions And Limitations

Change or Modification

(continued)

If this Bond is for a joint ASSURED, no charge or modification which would adversely affect the rights of the ASSURED shall be effective prior to sixty (60)

days after written notice has been furnished to all insured **Investment** Companies

and to the Securities and Exchange Commission, Washington, D.C., by the COMPANY.

ICAP Bond (5-98)

Form 17-02-1421 (Ed. 5-98)

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## **FEDERAL INSURANCE COMPANY**

Endorsement No:

Bond Number: 80911610

NAME OF ASSURED: GENERAL AMERICAN INVESTORS COMPANY INC

#### NAME OF ASSURED ENDORSEMENT

It is agreed that the NAME OF ASSURED in the DECLARATIONS is amended to read as follows:

General American Investors Company, Inc.

General American Investors Company, Inc. Employees' Retirement Plan

General American Investors Company, Inc. Employees' Thrift Plan

This Endorsement applies to loss discovered after 12:01 a.m. on June 15, 2017.

ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: June 9, 2017

**ICAP Bond** 

Form 17-02-0949 (Rev. 1-97) Page 1

## FEDERAL INSURANCE COMPANY

Endorsement No.: 2

Bond Number: 80911610

NAME OF ASSURED: GENERAL AMERICAN INVESTORS COMPANY INC

### **NEW YORK AMENDATORY ENDORSEMENT**

It is agreed that this Bond is amended as follows:

1. By adding to Section 13, Termination, the following:

Bonds In Effect Sixty (60) Days Or Less

If this Bond has been in effect for less than sixty (60) days and if it is not a renewal Bond, the COMPANY may terminate it for any reason by mailing or delivering to the ASSURED and to the authorized agent or broker, if any, written notice of termination at least sixty (60) days before the effective date of termination.

Bonds In Effect More Than Sixty (60) Days

If this Bond has been in effect for sixty (60) days or more, or if it is a renewal of a Bond issued by the COMPANY, it may be terminated by the COMPANY by mailing or delivering to the ASSURED and to the authorized agent or broker, if any, written notice of termination at least sixty (60) days before the effective date of termination. Furthermore, when the Bond is a renewal or has been in effect for sixty (60) days or more, the COMPANY may terminate only for one or more of the reasons stated in 1-7 below.

- 1. Nonpayment of premium;
- Conviction of a crime arising out of acts increasing the hazard insured 2. against;
- - Discovery of fraud or material misrepresentation in the obtaining of this
- 3. Bond or in the
  - presentation of a claim thereunder;
- Violation of any provision of this Bond that substantially and materially
- 4. increases the hazard
  - insured against, and which occurred subsequent to inception of the current BOND PERIOD:
- If applicable, material physical change in the property insured, occurring 5. after issuance or last
  - annual renewal anniversary date of this Bond, which results in the property becoming uninsurable

in accordance with the COMPANY's objective, uniformly applied

underwriting standards in effect

at the time this Bond was issued or last renewed; or material change in the nature or extent of this

Bond occurring after issuance or last annual renewal anniversary date of this Bond, which causes

the risk of loss to be substantially and materially increased beyond that contemplated at the time

this Bond was issued or last renewed;

ICAP Bond - New York Form 17-02-2863 (Rev. 7-03)

A determination by the Superintendent of Insurance that continuation of the present 6.

volume of the COMPANY would jeopardize the COMPANY's policyholders, creditors or the public,

or continuing the Bond itself would place the COMPANY in violation of any provision of the New

York Insurance Code; or

Where the COMPANY has reason to believe, in good faith and with sufficient cause, that

7. there is

a probable risk or danger that the **Property** will be destroyed by the ASSURED for the purpose of

collecting the insurance proceeds.

#### Notice Of Termination

Notice of termination under this SECTION shall be mailed to the ASSURED and to the authorized agent or broker, if any, at the address shown on the DECLARATIONS of this Bond. The COMPANY, however, may deliver any notice instead of mailing it.

Return Premium Calculations

The COMPANY shall refund the unearned premium computed pro rata if this Bond is terminated by the COMPANY."

2. By adding a new Section reading as follows:

"Section 17. Election To Conditionally Renew / Nonrenew This Bond

Conditional Renewal

If the COMPANY conditionally renews this Bond subject to:

- 1. Change of limits of liability;
- 2. Change in type of coverage;
- 3. Reduction of coverage:
- 4. Increased deductible;
- 5. Addition of exclusion; or
- 6. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or as a result of experience rating, retrospective rating

or audit; the COMPANY shall send notice as provided in Notices Of Nonrenewal And Conditional

Renewal immediately below.

## Notices Of Nonrenewal And Conditional Renewal

If the COMPANY elects not to renew this Bond, or to conditionally renew this Bond as provided

herein, the COMPANY shall mail or deliver written notice to the ASSURED at least sixty (60) but

not more than one hundred twenty (120) days before:

a. The expiration date; or

The anniversary date if this Bond has been written for a

b. term of more than one year.

ICAP Bond - New York Form 17-02-2863 (Rev. 7-03)

	2.	Notice shall be mailed or delivered to the ASSURED at the address shown on the		
		DECLARATIONS of this Bond and the authorized agent or broker, if any. If notice is mailed, proof		
		of mailing shall be sufficient proof of notice.		
	3.	Paragraphs 1. and 2. immediately above shall not apply when the ASSURED, authorized agent or		
		broker, or another insurer has mailed or delivered written notice to the COMPANY that the Bond		
		has been replaced or is no longer desired.		
3.	By adding to General Agreement B.,	Representations Made By Assured, the following:		
	No misrepresentation shall be deem	ed material unless knowledge by the COMPANY would have lead		
	to the COMPANY'S refusal to write t	his Bond.		
This Endorsement applies to loss discovered after 12:01 a.m. on June 15, 2017.				
The Endereshien applies to look disserted and TEIST aim. on built 10, 2017.				
ALL OTHER TERMS AND CONDITIONS OF THIS POND REMAINLUNCHANCES				
ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.				
Date: June 9, 2017				
ICAR Rand Naw York				
ICAP Bond - New York Form 17-02-2863 (Rev. 7-0	13)	Page 3		
1 01111 17-02-2003 (Nev. 7-0	Joj	i aye s		

## **ENDORSEMENT/RIDER**

Effective date of

this endorsement/rider: June 15, 2017

#### FEDERAL INSURANCE COMPANY

Endorsement/Rider No. 3

To be attached to and

form a part of Bond No. 80911610

Issued to: GENERAL AMERICAN INVESTORS COMPANY INC

DELETING VALUATION-OTHER PROPERTY AND AMENDING CHANGE OR MODIFICATION ENDORSEMENT

In consideration of the premium charged, it is agreed that this Bond is amended as follows:

- 1. The paragraph titled Other Property in Section 9, Valuation, is deleted in its entirety.
- 2. The third paragraph in Section 16, Change or Modification, is deleted in its entirety and replaced with the following:

If this Bond is for a joint ASSURED, no change or modification which would adversely affect the rights of the ASSURED shall be effective prior to sixty (60) days after written notice has been furnished to all insured **Investment Companies** and the Securities and Exchange Commission, Washington, D.C., by the

COMPANY.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Bond shall remain unchanged.

17-02-2437 (12/2006) rev.

## **ENDORSEMENT/RIDER**

Effective date of

this endorsement/rider: June 15, 2017

FEDERAL INSURANCE COMPANY Endorsement/Rider No. 4 To be attached to and form a part of Policy No. 80911610

Issued to: GENERAL AMERICAN INVESTORS COMPANY INC

## **COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS**

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

14-02-9228 (2/2010)

## **ENDORSEMENT/RIDER**

Effective date of

this endorsement/rider: June 15, 2017

#### FEDERAL INSURANCE COMPANY

Endorsement/Rider No.

To be attached to and

form a part of Bond No. 80911610

5

Issued to: GENERAL AMERICAN INVESTORS COMPANY INC

NEW YORK AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- 1 . Any reference in the policy to the Superintendent of Insurance is hereby deleted and replaced with the Superintendent of Financial Services.
- 2 . Any reference in the policy to the Insurance Department is hereby deleted and replaced with the Department of Financial Services.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Bond shall remain unchanged.

14-02-19952 (05/2013)

## Important Notice:

## The SEC Requires Proof of Your Fidelity Insurance Policy

Your company is now required to file an electronic copy of your fidelity insurance coverage (Chubb's ICAP Bond policy) to the Securities and Exchange Commission (SEC), according to rules adopted by the SEC on June 12, 2006.

Chubb is in the process of providing your agent/broker with an electronic copy of your insurance policy as well as instructions on how to submit this proof of fidelity insurance coverage to the SEC. You can expect to receive this information from your agent/broker shortly.

The electronic copy of your policy is provided by Chubb solely as a convenience and does not affect the terms and conditions of coverage as set forth in the paper policy you receive by mail. The terms and conditions of the policy mailed to you, which are the same as those set forth in the electronic copy, constitute the entire agreement between your company and Chubb.

If you have any questions, please contact your agent or broker.

Form 14-02-12160 (ed. 7/2006)

## IMPORTANT NOTICE TO POLICYHOLDERS

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

10-02-1295 (ed. 6/2007)

# POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

(for policies with no terrorism exclusion or sublimit)
Insuring Company: FEDERAL INSURANCE
COMPANY

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act")this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

10-02-1281 (Ed. 03/2015)

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: \$ -0-.

If you have any questions about this notice, please contact your agent or broker.

10-02-1281 (Ed. 03/2015)