SPECIAL OPPORTUNITIES FUND, INC.

Form 40-17G October 03, 2011

Chubb Group of Insurance

Companies

DECLARATIONS

FINANCIAL INSTITUTION INVESTMENT

15 Mountain View Road, Warren, New Jersey

07059

COMPANY ASSET PROTECTION BOND

NAME OF ASSURED (including its Subsidiaries):

Bond Number: 82179465

SPECIAL OPPORTUNITIES FUND, INC.

FEDERAL INSURANCE COMPANY

C/O U.S. BANCORP FUND SERVICES, LLC

615 E. MICHIGAN STREET

MILWAUKEE, WI 53202

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

ITEM 1. BOND PERIOD: from $\frac{12:01}{\text{a.m. on}}$ September 30, 2011

to September 30, 2012

ITEM

2.

LIMITS OF LIABILITY--DEDUCTIBLE AMOUNTS:

If "Not Covered" is inserted 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.

				DEDUCTIBLE
INSURING CLAUSE		LIMIT OF LIABILITY		AMOUNT
1.	Employee	\$	525,000	\$ 0
2 .	On Premises	\$	525,000	\$ 25,000

3.	In Transit	\$ 525,000	\$ 25,000
4.	Forgery or Alteration	\$ 525,000	\$ 25,000
5.	Extended Forgery	\$ 525,000	\$ 25,000
6.	Counterfeit Money	\$ 525,000	\$ 25,000
7.	Threats to Person	\$ Not Covered	\$ N/A
8.	Computer System	\$ 525,000	\$ 25,000
9.	Voice Initiated Funds Transfer Instruction	\$ 525,000	\$ 25,000
10.	Uncollectible Items of Deposit	\$ 25,000	\$ 5,000
11.	Audit Expense	\$ 25,000	\$ 5,000
12.	Unauthorized Signature	\$ 25,000	\$ 5,000
13.	Stop Payment	\$ 25,000	\$ 5,000

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

1 - 5

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.

ICAP Bond (5-98) - Federal Form 17-02-1421 (Ed.Page 1 of 1 5-98) 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 1. 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,
- b. in the custody of a natural person acting as a messenger of the ASSURED, 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

(3) 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.

ICAP Bond (5-98) Form 17-02-1421 (Ed.Page 1 of 19 5-98) Insuring Clauses (continued)

Forgery Or Alteration

4.

Loss resulting directly from:

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

b. transferring, paying or delivering any funds or other Property, or 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:

a. acquired, accepted or received, accepted or received, sold or delivered, or

given value, extended credit or assumed liability, in reliance on any original

Securities, documents or other written instruments which prove to:

(1) bear a Forgery or a fraudulently material

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.

ICAP Bond (5-98) Form 17-02-1421 (Ed.Page 2 of 19 5-98)

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
- b. 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, (1) paid or delivered,

an account of the ASSURED or of its (2) customer to be added, deleted,

debited or credited, or

an unauthorized account or a fictitious (3)

account to be debited or

credited.

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Insuring Clauses (continued)

Voice Initiated Funds 9.

Transfer Instruction

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:

a. received at the ASSURED'S offices by those Employees of the ASSURED

specifically authorized to receive the Voice

Initiated Funds Transfer

Instruction,

b. made by a person purporting to be a Customer, and

made by said person for the purpose of causing the

ASSURED or Customer

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 10.

Deposit

Loss resulting directly from the ASSURED having credited an account of a

customer, shareholder or subscriber on the faith of any Items of Deposit which

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

a. redemptions or withdrawals to be permitted,

b. shares to be issued, or

c. dividends to be paid,

from an account of an Investment Company.

In order for coverage to apply under this INSURING CLAUSE, the ASSURED

must hold Items of Deposit for the minimum number of days stated in the APPLICATION before permitting any redemptions or withdrawals, issuing any

shares or paying any dividends with respect to such Items of Deposit.

Items of Deposit shall not be deemed uncollectible until the ASSURED'S standard collection procedures have failed.

Audit Expense 11.

Expense incurred by the ASSURED for that part of the cost of audits or examinations required by any governmental regulatory authority or self-regulatory

organization to be conducted by such authority, organization or their appointee by

reason of the discovery of loss sustained by the ASSURED and covered by this

Bond.

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General Agreements

Additional	Com	nanies	Α.

Included As Assured

If more than one corporation, or Investment Company, or any combination of

them is included as the ASSURED herein:

(1) The total liability of the COMPANY under this

Bond 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 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.

(3) The COMPANY shall not be responsible for the

proper application of any

payment made hereunder to the first named

ASSURED.

(4) Knowledge possessed or discovery made by any

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.

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

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.

The ASSURED represents that all information it has furnished in the

Assured

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.

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

ICAP Bond (5-98) Form 17-02-1421 (Ed.Page 5 of 19 5-98) 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 on premises, or

(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 consolidation, merger or

purchase or acquisition of assets or liabilities prior

to the proposed effective date of such action, and

b. obtains the written consent of the COMPANY to

extend some or all of the

coverage provided by this Bond to such additional

exposure, and

c. on obtaining such consent, pays to the COMPANY an additional premium.

Change Of Control - D.

Notice To Company

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

the ASSURED shall within sixty (60) days give

written notice to the

COMPANY setting forth:

(1) the names of the transferors and transferees (or the

names of the beneficial

owners if the voting securities are registered in

another name),

(2) the total number of voting securities owned by the

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 E.

The COMPANY will indemnify the ASSURED for court costs and reasonable

Attorneys' Fees

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,

(2) an Employee is adjudicated to be guilty of Larceny

or Embezzlement, or

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General Agreements

Court Costs And (3) in the absence of 1 or 2 above, an arbitration panel agrees,

after a review of

Attorneys' Fees an agreed statement of facts between the COMPANY and

the ASSURED,

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

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

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.

- b. Counterfeit means an imitation of an actual valid original which is intended to deceive and be taken as the original.
- c. 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.

- a guest student pursuing studies or performing duties in any of the ASSURED'S premises,
- (4) an attorney retained by the ASSURED and an employee of such attorney while either is performing legal services for the ASSURED,
- 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,
- 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 Property of the ASSURED, or

ICAP Bond (5-98)

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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 ASSURED'S

computer software or programs, or

b. acting as transfer agent or in any other agency

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 an

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 a

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.

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

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

herein.

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.	Forgery 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.	Property 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
		subscription, transferable share, investment contract, voting trust certificate,
		certificate of deposit for a security, fractional undivided interest in oil, gas, or
		other mineral rights, any interest or instruments commonly known as a

security under the Investment Company Act of 1940, any

other certificate of

interest or participation in, temporary or interim certificate for, receipt for,

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

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.

k.

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.

1.

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.

ICAP Bond (5-98) Form 17-02-1421 (Ed.Page 10 of 19 5-98)

Conditions And Limitations		
Definitions	m.	Subsidiary means any organization that, at the inception date of this Bond,
(continued)		is named in the APPLICATION or is created 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.
	n.	Transportation Company means any organization which provides its own
		or its leased vehicles for transportation or which provides freight forwarding
		or air express services.
	0.	Voice Initiated Election means any election concerning dividend options
		available to Investment Company shareholders or subscribers which is
		requested by voice over the telephone.
	p.	Voice Initiated Redemption means any redemption of shares issued by an
		Investment Company which is requested by voice over the telephone.

q.

For the purposes of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise indicated.

any Voice Initiated

Voice Initiated Funds Transfer Instruction means

Redemption or Voice Initiated Election.

General Exclusions - 2.	This bond does not direct	ctly or indirectly cover:
Applicable to All Insuring	a.	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

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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;

- i. loss, or that part of any loss, resulting solely from any violation by the ASSURED or by any Employee:
 - (1) of any law regulating:
 - a. the issuance, purchase or sale of

securities,

b. securities transactions on security or

commodity exchanges or the over the counter market,

c. investment companies,

d. investment advisors, or

- (2) of any rule or regulation made pursuant to any such law; 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 3.

This Bond does not directly or indirectly cover:

Applicable To All Insuring Clauses Except Insuring

Clause 1.

- 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 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

- (2) to do damage to the premises or Property of the ASSURED;
- c. 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;

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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 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 Company,

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

CLAUSE 3.;

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 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

g.

f.

h.

i.

had authorized access to the customer's authentication mechanism.

Specific Exclusions - Applicable To All Insuring Clauses Except Insuring Clauses 1., 4., And 5.	4.	This bond does not dire a.	loss resulting from the complete or partial non-payment of or default on any loan whether such loan was procured in good faith or through trick, artifice, fraud or false pretenses; provided, however, this Section 4.a. shall not apply to INSURING CLAUSE 8.;	
		b.	loss resulting from forgery or any alteration;	
		c.	loss involving a counterfeit provided, however, this Section 4.c. shall not apply to INSURING CLAUSE 5. or 6.	
Limit Of Liability/Non-	5.	At all times prior to terr force for	mination of this Bond, this Bond shall continue in	
Reduction And Non-	the limit stated in the applicable sections of ITEM 2. DECLARATIONS,		oplicable sections of ITEM 2. of the	
Accumulation Of Liability		notwithstanding any previous loss for which the COMPANY may have paid or be		
		liable to pay under this COMPANY	Bond provided, however, that the liability of the	
		under this Bond with re	spect to all loss resulting from:	
		a.	any one act of burglary, robbery or hold-up, or attempt thereat, in which no	
			Employee is concerned or implicated, or	
		b.	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.Page 13 of 19 5-98)

Conditions And Limitations				
Limit Of Liability/Non- Reduction And Non-		d.	any one casualty or event other than those specified in a., b., or c. above,	
Accumulation Of Liability		LIABILITY stated in ITEM 2. of the DECLARATIONS of this Bond irrespective of		
(continued)		the total amount of such loss or losses and shall not be cumulative in amounts		
		from year to year or from	om period to period.	
		All acts, as specified in	n c. above, of any one person which	
		i.	directly or indirectly aid in any way wrongful acts of any other person or	
			persons, or	
		ii.	permit the continuation of wrongful acts of any other person or persons	
		whether such acts are o	committed with or without the knowledge of the	
		-	ided, and whether such acts are committed with or	
		the intent to aid such o	ther person, shall be deemed to be one loss with the	
		wrongful acts of all pe	rsons so aided.	
Discovery	6.	This Bond applies only ASSURED	y to loss first discovered by an officer of the	
		during the BOND PER the	RIOD. Discovery occurs at the earlier of an officer of	
		ASSURED being awar	re of:	
		a.	facts which may subsequently result in a loss of a type covered by this Bond, 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. Proof - Legal Proceedings Against Company	a.	The ASSURED shall give the COMPANY notice thereof at the earliest practicable moment, not to exceed sixty (60) days after discovery of loss, in 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.Page 14 of 19 5-98) Conditions And

Limitations

Notice To Company -

Proof - Legal Proceedings Against Company (continued) f. Proof of loss involving Voice Initiated Funds

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 actual

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.Page 15 of 19 5-98) Conditions And Limitations (continued)

Securities Settlement 10.

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

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:

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

DEDUCTIBLE AMOUNT - one hundred (100%) percent;

b. for securities having a value in excess of the 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

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 with

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 do so

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 -

Recovery

11.

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:

which would otherwise have

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

first, to the satisfaction of the ASSURED'S loss

applicable LIMIT OF

LIABILITY,

b. second, to the COMPANY in satisfaction of

amounts paid in settlement of

the ASSURED'S claim,

third, to the ASSURED in satisfaction of the

applicable DEDUCTIBLE

AMOUNT, and

ICAP Bond

(5-98) Form 17-02-1421 (Ed.Page 16 of 19 5-98) Conditions And

Limitations			
Subrogation - Assignment -		d.	fourth, to the ASSURED in satisfaction of any loss suffered by the
Recovery			ASSURED which was not covered under this Bond.
(continued)		Recovery from reinsurance or indemnity of the COMPANY shall not be deemed a	
		recovery under this sec	ction.
Cooperation Of Assured	12.	At the COMPANY'S request and at reasonable times and places designated by the COMPANY, the ASSURED shall:	
		a.	submit to examination by the COMPANY and subscribe to the same under oath,
		b.	produce for the COMPANY'S examination all pertinent records, and
		c.	cooperate with the COMPANY in all matters pertaining to the loss.
		The ASSURED shall execute all papers and render assistance to secure to the COMPANY the rights and causes of action provided for under this Bond. The	
		ASSURED shall do no action.	othing after loss to prejudice such rights or causes of
Termination	13.	If the Bond is for a solunotice	e ASSURED, it shall not be terminated unless written
		Securities and Exchange	by the acting party to the affected party and to the ge Commission, Washington, D.C., not less than sixty
		(60) days prior to the effect	ive 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:

a. immediately on the taking over of such ASSURED

by a receiver or other

liquidator or by State or Federal officials, or

b. immediately on the filing of a petition under any

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

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

ASSURED or pro rata if terminated for any other reason.

ICAP Bond (5-98) Form 17-02-1421 (Ed.Page 17 of 19 5-98)

Conditions And Limitations

Termination

(continued)

If any partner, director, trustee, or officer or supervisory employee of an ASSURED not acting in collusion with an Employee learns of any dishonest act

committed by such Employee 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 Employee from a

position that would enable

such Employee to cause the ASSURED to suffer a

loss covered by this

Bond; and

b. within forty-eight (48) hours of learning that an

Employee has committed

any dishonest act, shall notify the COMPANY, of

such action and provide full

particulars of such dishonest act.

The COMPANY may terminate coverage as respects any Employee sixty (60)

days after written notice is received by each ASSURED Investment Company

and the Securities and Exchange Commission, Washington, D.C. of its desire to

terminate this Bond as to such Employee.

Other Insurance 14.

Coverage under this Bond shall apply only as excess over any valid and collectible

insurance, indemnity or suretyship obtained by or on behalf of:

a. the ASSURED,

b. a Transportation Company, or

another entity on whose premises the loss occurred c.

or which employed the

person causing the loss or engaged the messenger

conveying the Property

involved.

Conformity 15.

16.

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

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.Page 18 of 19 5-98)

Conditions And Limitations

Change or Modification

If this Bond is for a joint ASSURED, no charge or modification which would

(continued)

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.Page 19 of 19 5-98)

FEDERAL INSURANCE COMPANY

Endorsement No.:

Bond Number: 82179465

NAME OF ASSURED: SPECIAL OPPORTUNITIES FUND, INC. UNAUTHORIZED SIGNATURE ENDORSEMENT

It is agreed that this Bond is amended as follows:

- 1. By adding the following INSURING CLAUSE:
 - 12. Unauthorized Signature

Loss resulting directly from the ASSURED having accepted, paid or cashed any check or Withdrawal Order made or drawn on or against the account of the ASSURED'S customer which bears the signature or endorsement of one other than a person whose name and signature is on file with the ASSURED as a signatory on such account.

It shall be a condition precedent to the ASSURED'S right of recovery under this INSURING CLAUSE that the ASSURED shall have on file signatures of all the persons who are signatories on such account.

- 2. By adding to Section 1., Definitions, the following:
 - r. Instruction means a written order to the issuer of an Uncertificated Security requesting that the transfer, pledge or release from pledge of the specified Uncertificated Security be registered.
 - S. Uncertificated Security means a share, participation or other interest in property of or an enterprise of the issuer or an obligation of the issuer, which is:
 - not represented by an instrument and the transfer of which is registered on books maintained for that purpose by or on behalf of the issuer, and
 - (2) of a type commonly dealt in on securities exchanges or markets, and
 - either one of a class or series or by its terms divisible into a class or series of shares, participations, interests or obligations.

ICAP Bond Form 17-02-5602 (Ed.Page 1 10-03)

t.

Withdrawal Order means a non-negotiable instrument, other than an Instruction, signed by a customer of the ASSURED authorizing the ASSURED to debit the customer's account in the amount of funds stated therein.

This Endorsement applies to loss discovered after 12:01 a.m. on September 30, 2011.

ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: September 27, 2011

ICAP Bond Form 17-02-5602 (Ed.Page 2 10-03)

FEDERAL INSURANCE COMPANY

Endorsement No.: 2

Bond Number: 82179465

NAME OF ASSURED: SPECIAL OPPORTUNITIES FUND, INC. STOP PAYMENT ORDER OR REFUSAL TO PAY CHECK ENDORSEMENT

It is agreed that this Bond is amended as follows:

- 1. By adding the following INSURING CLAUSE:
 - "13. Stop Payment Order or Refusal to Pay Check
 Loss resulting directly from the ASSURED being legally liable to pay compensatory damages for:
 - a. complying or failing to comply with notice from any customer of the ASSURED or any authorized representative of such customer, to stop payment on any check or draft made or drawn upon or against the ASSURED by such customer or by any authorized representative of such customer, or
 - b. ASSURED by any customer of the ASSURED or by any authorized representative of such customer."
- 2. By adding the following Specific Exclusion:

"Section 4.A. Specific Exclusions – Applicable to INSURING CLAUSE 13

This Bond does not directly or indirectly cover:

- a. liability assumed by the ASSURED by agreement under any contract, unless such liability would have attached to the ASSURED even in the absence of such agreement,
- b. loss arising out of:
 - (1) libel, slander, wrongful entry, eviction, defamation, false arrest, false imprisonment, malicious prosecution, assault or battery,
 - sickness, disease, physical bodily harm, mental or emotional distress or anguish, or death of any person, or
 - (3) discrimination."

This Endorsement applies to loss discovered after 12:01 a.m. on September 30, 2011.

ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: September 27, 2011

ICAP Bond

Form 17-02-2365 (Ed. 10-00)

ENDORSEMENT/RIDER

Effective date of

this endorsement/rider: September 30, 2011 FEDERAL INSURANCE COMPANY

Endorsement/Rider No. 3

To be attached to and

form a part of Bond No. 82179465

Issued to: SPECIAL OPPORTUNITIES FUND, 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.

Page 1

ENDORSEMENT/RIDER

Effective date of

this endorsement/rider: September 30, 2011 FEDERAL INSURANCE COMPANY

Endorsement/Rider No. 4

To be attached to and

form a part of Bond No. 82179465

Issued to: SPECIAL OPPORTUNITIES FUND, 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 Bond shall remain unchanged.

14-02-9228 (02/2010)

Page 1

ENDORSEMENT/RIDER

Effective date of

this endorsement/rider: September 30, 2011 FEDERAL INSURANCE COMPANY

Endorsement/Rider No.

To be attached to and

form a part of Bond No. 82179465

5

Issued to: SPECIAL OPPORTUNITIES FUND, INC. AUTOMATIC INCREASE IN LIMITS ENDORSEMENT

In consideration of the premium charged, it is agreed that GENERAL AGREEMENTS, Section C. Additional Offices Or Employees-Consolidation, Merger Or Purchase Or Acquisition Of Assets Or Liabilities-Notice To Company, is amended by adding the following subsection:

Automatic Increase in Limits for Investment Companies

If an increase in bonding limits is required pursuant to rule 17g-1 of the Investment Company Act of 1940 ("the Act"), due to:

the creation of a new Investment Company, other than by consolidation or merger with, or

purchase or acquisition of assets or liabilities of, another institution; or

an increase in asset size of current Investment Companies covered under this Bond, then the

(ii) minimum required increase in limits shall take place automatically without payment of additional

premium for the remainder of the BOND PERIOD.

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.

14-02-14098 (04/2008)

Page 1

Important	Notice:
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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)

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), effective December 26, 2007, 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, in concurrence with the Secretary of State and the Attorney General 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.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

10-02-1281 (Ed. 1/2003)

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Program Year (January 1 through December 31) 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. 1/2003)

WISCONSIN POLICYHOLDER INFORMATION NOTICE

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? — If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Chubb Group of Insurance Companies 15 Mountain View Road Warren, NJ 07059 1-800-36-CHUBB

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by contacting:

Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 608-266-0103

Form 99-10-0334 (Ed. 5-04)

RESOLVED, that the Fund's fidelity bond coverage be renewed with Vigilant Insurance Company in the amount of \$525,000 with an annual premium of approximately \$2,000, for an additional one-year term with an expiration of September 30, 2012;

FURTHER RESOLVED, that the amount of the fidelity bond coverage is approved after consideration of all factors deemed relevant by the Board, including, but not limited to, the existing and projected value of the aggregate assets of the Fund to which any covered person may have access, the estimated amount of the premium for such bond, the type and terms of the arrangements made for the custody and safekeeping for such assets and the nature of the securities held by the Fund;

FURTHER RESOLVED, that subject to the ratification of the Board, the officers of the Fund be, and hereby are, authorized to increase the amount of such bond as may be necessary to satisfy the requirements of Rule 17g-1(d) under the 1940 Act; and

FURTHER RESOLVED, that any officer of the Fund is authorized to make any and all payments and 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 with the advice of counsel in connection with the foregoing resolution; and

FURTHER RESOLVED, that any officer of the Fund is authorized and directed to make filings and to give the notices required by the Fund by Rule 17g-1 under the 1940 Act.

The premium of \$2,000 was paid for the period from September 30, 2011 through September 30, 2012.