GLADSTONE CAPITAL CORP Form 40-17G November 29, 2016 Table of Contents

November 29, 2016

Office of Registration and Reports

Securities and Exchange Commission

100 F Street, NE

Washington, DC 20549

RE: Gladstone Capital Corporation Fidelity Bond

Ladies and Gentlemen:

On behalf of Gladstone Capital Corporation (the Company), I enclose the following documents for filing pursuant to Rule 17g-1 of the Investment Company Act of 1940, as amended (the 1940 Act):

- 1. A copy of the Company s Investment Company Bond No. 106628403, in the amount of \$3,000,000, effective as of November 25, 2016, covering the Company, and its subsidiaries (the Bond). The Bond was received by the Company on November 22, 2016.
- 2. A copy of the resolutions adopted by written consent of the Board of Directors dated November 25, 2016, in which a majority of the Directors who are not interested ratified and approved the amendment to the Bond. The period for which premiums have been paid on behalf of the Company is November 25, 2016 to November 25, 2017. The Company s premium is \$8,067.

Thank you for your assistance. Should you have any questions, please feel free to call me at 703-287-5872.

Sincerely,

GLADSTONE CAPITAL CORPORATION

/s/ John A. Dellafiora Jr.

John A. Dellafiora Jr. Chief Compliance Officer

November 17, 2016

GLADSTONE CAPITAL CORPORATION

1521 WESTBRANCH DRIVE SUITE 100

**MC LEAN, VA 22102** 

Re: Important Information about Claims Information Line

#### Dear GLADSTONE CAPITAL CORPORATION

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

The information that needs to be included with the claim notice

The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information

Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy s reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,

#### Hannah Tindal

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Page 1 of 1

Table of Contents
One Tower Square
Hartford, CT 06183
11/17/2016
GLADSTONE CAPITAL CORPORATION
1521 WESTBRANCH DRIVE SUITE 100
MC LEAN, VA 22102
RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)
Travelers Bond & Specialty Insurance is pleased to provide you with Risk Management PLUS+ Online, the industry most comprehensive program for mitigating your management liability and crime exposures related to:
Employment practices risks
Employee Pension and Benefit Plan Fiduciary Liability
Directors & Officers Liability
Employee dishonesty and other crime related risks
Kidnap and Ransom
CyberRisk
Identity Fraud Expense Reimbursement
Professional liability
Property & Casualty Risk Management PLUS+ Online is a flexible, comprehensive loss prevention program specifically designed for

Travelers Bond & Specialty Insurance customers and is available to you at no additional cost. Included in the site is a

library of articles, checklists and training on relevant risk mitigation, employment and management topics.

Risk Management PLUS+ Online is a full-featured knowledge base developed to aid you in more than just protection against lawsuits, but as a great resource for HR administrators, managers and executives as well. Browse from the Quick Links or News & Information sections. Share industry articles with managers and executive leaders to help develop ideas to increase workplace productivity, solutions for business issues and more!

#### **Highlights of Risk Management PLUS+ Online services include:**

Web-based training for executives, managers and human resource personnel

Practical solutions for problems faced in the workplace and managing your organization

Topical webinars and weekly articles on current issues

Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace

The attached Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It s that simple.

We strongly encourage you to take full advantage of this program to improve your organization.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization. As your risks evolve, so do we, through our ability to provide you with responsive risk management services.

#### Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.

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Page 1 of 2

- 2. In the Sign-In box, click **Register**.
- 3. Enter the password/passcode: TRVP300300
- 4. Fill in the Registration Information and click **Submit**.
- 5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:

- 1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
- 2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
- 3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

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Page 2 of 2

#### NOTICE OF LIBERALIZATION

# DESCRIBED BROADENING OF COVERAGE BASED ON PROVISIONS OF RENEWED OR REPLACED POLICIES

This notice is provided to you because your policy renews or replaces a policy that has been discontinued.

Travelers is pleased to introduce the new SelectOne+® for Investment Advisers and Funds policy. This new policy has some important new benefits and enhancements, and includes some innovative coverages that are unique within the market. At the same time, this new policy differs in many respects from your expiring policy. We are providing this notice to explain how we will address these differences.

Please review your new policy carefully. While the new policy results in many coverage enhancements, there may be questions about potential coverage differences between the expiring policy and the new SelectOne+® for Investment Advisers and Funds policy. In an effort to provide additional assurance to our customers and to make this coverage transition as easy as possible, claims will be adjusted under the new policy for the first year based upon the wording of the coverage provision of either the expiring policy or the new SelectOne+® for Investment Advisers and Funds policy, whichever is broader, with the following exceptions:

Any differences in the identity of named insureds or insurance representative.

Any reductions in coverage that have been requested by you, your agent or broker, or to which you or your agent or broker have agreed during renewal negotiations, or any exposures you have elected to insure elsewhere.

Any reduction in the amount of the limits of liability or limits of insurance.

Any increase in the amount of the retention or deductible.

Any application of defense expenses within the limits of liability or to which a retention applies (if applicable). We are confident that you and your agent or broker will appreciate the benefits of the new SelectOne+® for Investment Advisers and Funds policy.

If you have any questions, please contact your Travelers agent or broker. We appreciate your business and thank you for choosing to insure with us.

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Page 1 of 1

#### IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND

#### **BROKER COMPENSATION**

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer\_Compensation\_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

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Page 1 of 1

#### VIRGINIA POLICYHOLDERS NOTICE - IMPORTANT CONTACT INFORMATION

Should you need to contact anyone about this insurance for any reason, please contact your agent. If you have additional questions you may contact Travelers at:

WASHINGTON, D.C. OFFICE

14048 Parkeast Circle

Chantilly, Virginia 20151

(800) 328-2189

Travelers.com

If you have been unable to contact or obtain satisfaction from Travelers or your agent, you may contact the Virginia State Corporate Commission s Bureau of Insurance at:

Property and Casualty Consumer Outreach

PO Box 1157

Richmond, VA 23218

Toll free: 1-877-310-6560

Richmond, VA area: 804-371-9092

Email: PCOutreach@scc.virginia.gov

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

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Page 1 of 1

Investment Company Bond Declarations BOND NO. 106628403

#### **Travelers Casualty and Surety Company of America**

#### **One Tower Square**

#### Hartford, Connecticut 06183

(A Stock Insurance Company, herein called the Company)

#### ITEM 1 INSURED:

GLADSTONE CAPITAL CORPORATION

Principal Address:

1521 WESTBRANCH DRIVE SUITE 100

MC LEAN, VA 22102

(hereinafter, Insured )

#### ITEM 2 POLICY PERIOD:

Inception Date: November 25, 2016 Expiration Date: November 25, 2017

12:01 A.M. local time as to both dates at the Principal Address stated in ITEM 1.

# ITEM 3 ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:

Email: BSIclaims@travelers.com

Fax: (888) 460-6622

Mail: Travelers Bond & Specialty Insurance Claim

385 Washington St. Mail Code 9275-NB03F St Paul, MN 55102

Travelers Bond & Specialty Insurance Claim telephone number: 800-842-8496

**ITEM 4** If *Not Covered* is inserted opposite any specified Insuring Agreement below, or if no amount is included in the Single Loss Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this bond.

INSURING AGREEMENT	I	IGLE LOSS IMIT OF SURANCE	DEI	SINGLE LOSS DUCTIBLE MOUNT
A. FIDELITY				
Coverage A.1. Larceny or Embezzlement	\$	3,000,000	\$	100,000
Coverage A.2. Restoration Expenses	\$	3,000,000	\$	100,000
B. ON PREMISES	\$	3,000,000	\$	100,000
C. IN TRANSIT	\$	3,000,000	\$	100,000

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Page 1 of 3

D. FORGERY OR	ALTERATION	\$3,000,000	\$ 100,000		
E. SECURITIES		\$3,000,000	\$ 100,000		
F. COUNTERFEIT MONEY ORDERS	T MONEY AND COUNTERFEIT S	\$3,000,000	\$ 100,000		
G. CLAIM EXPE	NSE	\$ 100,000	\$ 0		
H. STOP PAYME DISHONOR OF C	NT ORDERS OR WRONGFUL CHECKS	\$ 100,000	\$ 5,000		
I. COMPUTER SYSTEMS					
Coverage I.1.	Computer Fraud	\$3,000,000	\$ 100,000		
Coverage I.2.	Fraudulent Instructions	\$3,000,000	\$ 100,000		
Coverage I.3.	Restoration Expense	\$3,000,000	\$100,000		
J. UNCOLLECTI	\$ 100,000	\$ 5,000			

#### ITEM 5 PREVIOUS BONDS OR POLICIES:

The Insured, by acceptance of this bond, gives notice to the Company canceling or terminating prior bond or policy numbers:

15T16783

such cancellation or termination to be effective as of the time this bond becomes effective.

#### ITEM 6 DISCOVERY PERIOD:

Additional Premium Percentage: 100% of the annualized premium

Additional Months: 12 months

(If exercised in accordance with section VI. CONDITIONS, S. DISCOVERY PERIOD)

#### ITEM 7 FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:

IVBB-16001-0116; IVBB-19003-0116; IVBB-19004-0116; IVBB-19010-0116; IVBB-19014-0116; IVBB-18032-0116

#### PRODUCER INFORMATION:

AON RISK SERVS CENTRAL

200 E RANDOLPH ST 13TH FL

CHICAGO, IL 60601

Countersigned By

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Page 2 of 3

IN WITNESS WHEREOF, the Company has caused this bond to be signed by its authorized officers.

President, Bond & Specialty Insurance

Corporate Secretary

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Page 3 of 3

### Investment Company Bond Table of Contents

Ι.	CONSIDERATION CLAUSE				
II.	<u>IN</u>	SURING AGREEMENTS	3		
	A.	FIDELITY	3		
		Coverage A.1. <u>Larceny or Embezzlement</u>	3		
		Coverage A.2. <u>Restoration Expenses</u>	3		
	B.	ON PREMISES	3		
	C.	<u>IN TRANSIT</u>	4		
	D.	FORGERY OR ALTERATION	4		
	E.	<u>SECURITIES</u>	4		
	F.	<b>COUNTERFEIT MONEY AND COUNTERFEIT MONEY ORDERS</b>	5		
	G.	<u>CLAIM EXPENSE</u>	5		
	H.	STOP PAYMENT ORDERS OR WRONGFUL DISHONOR OF CHECKS	5		
	I.	COMPUTER SYSTEMS	6		
		Coverage I.1. Computer Fraud	6		
		Coverage I.2. <u>Fraudulent Instructions</u>	6		
		Coverage I.3. Restoration Expenses	6		
	J.	UNCOLLECTIBLE ITEMS OF DEPOSIT	6		
III.	<u>GE</u>	ENERAL AGREEMENTS	6		
	A.	ORGANIC GROWTH	6		
	B.	<b>CONSOLIDATION - MERGER - PURCHASE OR ACQUISITION OF ASSETS</b>	7		
	C.	REPRESENTATION OF INSURED	7		
	D.	JOINT INSURED	7		
	E.	COURT COSTS AND ATTORNEY S FEES - LEGAL PROCEEDINGS - ELECTION TO DEFEND	8		
IV.	<u>DE</u>	<u>EFINITIONS</u>	8		
V.	<u>EX</u>	<u>CCLUSIONS</u>	16		
VI.	<u>CO</u>	<u>ONDITIONS</u>	19		
	A.	ADDITIONAL COMPANIES INCLUDED AS INSURED	19		
	B.	DISCOVERY	19		
	C.	BOND PERIOD	20		

D.	SINGLE LOSS	20
E.	SINGLE LOSS LIMIT OF INSURANCE	20
F.	<b>DEDUCTIBLE</b>	20
G.	NON-ACCUMULATION OF LIMITS	20
H.	NOTICE - PROOF OF LOSS - LEGAL PROCEEDINGS	20

IVBB-16001 Ed. 01-16 © 2016 The Travelers Indemnity Company. All rights reserved.

Page 1 of 25

able of	<u>Contents</u>	
I.	<u>VALUATION</u>	21
J.	ASSIGNMENT	22
K.	SUBROGATION	22
L.	RECOVERIES	22
Μ.	COOPERATION	23
N.	ANTI-BUNDLING	23
Ο.	LIMIT OF INSURANCE UNDER THIS BOND AND PRIOR INSURANCE	23
P.	OTHER INSURANCE OR INDEMNITY	23
Q.	COVERED PROPERTY	24
R.	CANCELATION, TERMINATION, CHANGE OR MODIFICATION	24
S.	DISCOVERY PERIOD	25
Т.	HEADINGS	25

IVBB-16001 Ed. 01-16 Page 2 of 25 © 2016 The Travelers Indemnity Company. All rights

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Investment Company Bond with Extended Coverages

#### I. CONSIDERATION CLAUSE

**IN CONSIDERATION** of the payment of an agreed premium and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this bond, the Company agrees to indemnify the Insured as set forth in ITEM 1 of the Declarations (herein called Insured) for:

#### II. INSURING AGREEMENTS

#### A. FIDELITY

Coverage A.1. Larceny or Embezzlement

Loss resulting directly from **Larceny or Embezzlement** committed by an **Employee** acting alone or in collusion with others.

Coverage A.2. Restoration Expenses

Restoration Expenses incurred by the Insured and resulting directly from a Computer Violation by an Employee.

#### **B.** ON PREMISES

- 1. Loss of **Property** resulting directly from:
  - a. robbery, burglary, mysterious unexplainable disappearance or misplacement and damage or destruction; or
  - b. theft, false pretenses, or common law or statutory larceny, committed by a person physically present in an office of, or on the premises of, the Insured at the time the **Property** was surrendered,

while the **Property** is lodged or deposited within offices or premises located anywhere. The premises of a **Depository** will be deemed premises of the Insured, but solely as respects loss of **Certificated Securities**. Coverage for **Certificated Securities** held by such **Depository** is limited to the extent of the Insured s interest therein as effected by

the making of appropriate entries on the books and records of such **Depository**. The Company will not be liable under Insuring Agreement B for loss in connection with the central handling of securities within the systems established and maintained by any **Depository** unless the amount of such loss exceeds the amount recoverable or recovered under any bond or policy or participants fund insuring the **Depository** against such loss.

This bond does not afford any coverage in favor of any **Depository** or exchange or any nominee in whose name is registered any security included within the **Depository** s systems.

2. Direct loss, through any hazard specified in Insuring Agreement B.1. of any **Property** while such **Property** is within any of the Insured s or an **Investment Adviser s** offices and in the possession of any customer of the Insured, any representative of such customer or any **Employee** whether or not the Insured is liable for the loss thereof, and provided such loss, at the option of the Insured, is included in the Insured s proof of loss, but excluding, in any event, loss caused by such customer, any representative of such customer, or any **Employee**.

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Page 3 of 25

#### C. IN TRANSIT

Loss of **Property** (occurring with or without negligence or violence) resulting directly from robbery, larceny, theft, holdup, mysterious unexplainable disappearance, misplacement, being lost or otherwise made away with, damage thereto or destruction thereof, and loss of subscription, conversion, redemption or deposit privileges through the misplacement or loss of **Property**, while the **Property** is in transit anywhere in the custody of any person or persons acting as **Messenger**, except while in the mail or with a carrier for hire other than an armored motor vehicle company, for the purpose of transportation, such transit to begin immediately upon receipt of such **Property** by the transporting person or persons, and to end immediately upon delivery thereof at destination, but only while the **Property** is being conveyed.

#### D. FORGERY OR ALTERATION

Loss resulting directly from the Insured having, in good faith, paid or transferred any **Property** in reliance on any **Written, Original**:

1	1.	Negotiable Instrument (except an Evidence of Debt);
2	2.	Certificate of Deposit;
3	3.	Letter of Credit;
2	4.	Withdrawal Order;
5	5.	Acceptance;

7. instruction or advice directed to the Insured or an **Investment Adviser** and purportedly signed by a **Customer** of the Insured or by a **Financial Institution**,

which (a) bears a handwritten signature which is a **Forgery**; or (b) is altered, but only to the extent the **Forgery** or alteration causes the loss.

receipt for the withdrawal of Property; or

Actual physical possession of the items listed in 1. through 7. above by the Insured is a condition precedent to the Insured s having relied on the items.

#### E. SECURITIES

6.

Loss resulting directly from the Insured having, in good faith, for its own account or for the account of others:

1.	•	acquired, sold, delivered, or given value, extended credit or assumed liability, on the faith of any <b>Driginal Written</b> document that is a (an):		
	a.	Certificated Security;		
	b.	Document of Title;		
	c.	deed, mortgage, or other instrument conveying title to, or creating or discharging a lien o real property;	n,	
	d.	Certificate of Origin or Title;		
	e.	Certificate of Deposit;		
	f.	Evidence of Debt;		
	g.	corporate, partnership, or personal <b>Guarantee</b> ;		
	h.	Security Agreement;		
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Table of Contents 23

reserved.

- i. Instruction;
- j. Statement of Uncertificated Security,

that

- (1) bears a handwritten signature material to the validity or enforceability of the **Original Written** document that is a **Forgery**, but only to the extent the **Forgery** causes the loss;
- (2) is altered, but only to the extent the alteration causes the loss; or
- (3) is lost or stolen;
- 2. guaranteed in writing or witnessed any handwritten signature upon any transfer, assignment, bill of sale, power of attorney, **Guarantee**, endorsement, or any items listed in items 1.a. through 1.i. above; or
- 3. acquired, sold or delivered, given value, extended credit or assumed liability, on the faith of any item listed in 1.a. through 1.d. above, that is a **Counterfeit**, but only to the extent the **Counterfeit** causes the loss.

Actual physical possession, and continued actual physical possession if taken as collateral, of the items listed in 1.a. through 1.j. above by the Insured, an **Investment Adviser**, a **Custodian**, or a Federal or State chartered deposit institution of the Insured is a condition precedent to the Insured s having relied on the faith of such items. Release or return of such collateral is an acknowledgment by the Insured that it no longer relies on such collateral.

#### F. COUNTERFEIT MONEY AND COUNTERFEIT MONEY ORDERS

Loss resulting directly from the receipt by the Insured, in good faith, of any **Counterfeit Money** of the United States of America and its territories and possessions, Canada or any other country, or of **Counterfeit** money orders denominated in United States or Canadian currency.

#### G. CLAIM EXPENSE

Reasonable expenses necessarily incurred and paid by the Insured in preparing any covered claim for loss under any Insuring Agreement covered under this bond, which loss exceeds the Single Loss Deductible Amount applicable to such Insuring Agreement. Such expenses include costs incurred (including necessary wages of **Employees**) for that part of audits or examinations performed, whether or not required by State or Federal supervisory authorities and conducted either by such authorities or by independent accountants, by reason of the discovery of loss sustained by the Insured.

#### H. STOP PAYMENT ORDERS OR WRONGFUL DISHONOR OF CHECKS

Damages that the Insured becomes legally liable to pay its customers resulting directly from the Insured or an **Investment Adviser** having:

- 1. failed to comply with any notice of any customer of the Insured or any authorized representative of such customer to stop payment on any check or draft made or drawn by such customer; or
- 2. wrongfully dishonored or wrongfully failed to certify any check or draft made or drawn by the customer of the Insured or any authorized representative of such customer.

Notwithstanding any other provision of this bond, damages under paragraph 2. above do not include the amount of any check or draft in question, or any amounts paid to the payee, endorser, or accommodation party of such check or draft.

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Page 5 of 25

#### I. COMPUTER SYSTEMS

Coverage I.1. Computer Fraud

Loss resulting directly from Computer Fraud.

Coverage I.2. Fraudulent Instructions

Loss resulting directly from the Insured or an **Investment Adviser** having, in good faith, caused a transfer of funds as a result of a **Fraudulent Instruction** when the Insured or an **Investment Adviser**, prior to causing the transfer of the funds, used its best efforts to verify the identity of the person transmitting the instruction; provided that if the instruction is purported to be from a **Customer**, the Insured, or an **Investment Adviser**:

- a. performed a Callback Verification with respect to such instruction; or
- b. followed commercially reasonable **Security Procedures** applicable to the transaction and instruction.

Such **Fraudulent Instruction** received and, if applicable, **Callback Verification** performed, must be either recorded, logged, or documented by the Insured or an **Investment Adviser**.

Coverage I.3. Restoration Expenses

**Restoration Expenses** incurred by the Insured or an **Investment Adviser** and resulting from a **Computer Violation** by someone other than an **Employee**.

#### J. UNCOLLECTIBLE ITEMS OF DEPOSIT

Loss, including dividends and interest accrued not to exceed 15% of the value of each **Item of Deposit** that is deposited, resulting directly from the Insured or **Investment Adviser** having credited an account of a customer, shareholder or subscriber on the faith of any **Items of Deposit** that prove to be uncollectible, provided that the crediting of such account causes:

- 1. redemptions or withdrawals to be permitted;
- 2. shares to be issued; or