DELAWARE GROUP EQUITY FUNDS II Form 40-17G November 19, 2010

#### DELAWARE INVESTMENTS FAMILY OF FUNDS

#### **CERTIFIED RESOLUTIONS**

The resolutions set forth below were duly adopted by the Boards of Trustees/Directors of those investment companies covered by the enclosed fidelity bond for the period from October 1, 2010 through October 31, 2011 and remain in full force and effect as of the date hereof:

Resolutions Adopted pursuant to a written consent of the Board of Trustees/Directors dated as of October 19, 2010

#### Approval of Fidelity Bond Coverage

WHEREAS, this Board of Trustees/Directors has considered the form of the joint insured broker's blanket bond for the Delaware Investments Family of Funds, and the amount of such joint insured broker's blanket bond, and has considered the value of the aggregate assets of the Funds to which any covered person may have access, the type and terms of the arrangements made for the custody and safekeeping of the assets of the Fund's Series, the nature of the securities in such Series' portfolios and the higher cost that would have to be paid to purchase a comparable single insured bond for each Fund; and

WHEREAS, the Board, including all of the Trustees/Directors who were not then interested persons with respect to the Fund, has concluded that the Fund's participation in the proposed joint insured broker's blanket bond is in the best interest of the Fund.

NOW, THEREFORE, IT IS RESOLVED, that the officers of the Fund are authorized and directed to cause each of its Series to participate in the joint insured broker's blanket bonds in the aggregate amount of \$40,000,000, which also covers the other Delaware Investments Funds, and that the Fund shall pay its share of the premium determined in accordance with the allocation methodology discussed with the Trustees/Directors; and it is further

RESOLVED, that the officers of the Fund are hereby authorized and directed to execute an agreement under Section 17(g) of the 1940 Act with the other insureds listed on the broker's blanket bond (the "Agreement"), whereby the Fund will bear its proportionate share of the premium and coverage of the bond, and the share of the premium and coverage of the other Funds shall, if appropriate, be proportionately adjusted; and it is further

RESOLVED, that the Secretary of the Fund is hereby authorized and directed to file with the Securities and Exchange Commission ("SEC") a copy of the bond and a copy of the resolutions approving the amount, type, form and coverage of the bond and the portion of the premium to be paid by each of the Fund's Series, a statement showing the amount of the single insured bond which the Fund would have provided and maintained had it not been named as an insured under the broker's blanket bond described herein, a statement of the period for which premiums have been paid and a copy of the Agreement, all pursuant to Section 17(g) of the 1940 Act, and that the Secretary of the Fund be designated as the officers directed to make all necessary filings; and it is further

RESOLVED, that this Board, including those Trustees/Directors who do not have control over or access to any of the portfolio securities, funds or other assets of the Fund's Series, hereby conclude that the amount, scope and coverage of the fidelity bond of the Fund are adequate; and it is further

RESOLVED, that this Board, taking all relevant factors into consideration, hereby determines that it is in the best interest of the Fund and the Fund's shareholders for the Fund and each Series to participate in the joint insured broker's blanket bond described at this meeting, and that the proposed premium allocation to the Fund and to each Series is fair and reasonable to the Fund and each Series based upon a consideration of the relative higher premium that would have been paid if comparable insurance coverage were purchased separately by the insured parties.

/s/Deidre A. Downes Deidre A. Downes Assistant Vice President/Assistant Secretary

Chubb Group of Insurance

Companies

15 Mountain View Road, Warren, New

Jersey 07059

**DECLARATIONS** 

FINANCIAL INSTITUTION INVESTMENT

COMPANY ASSET PROTECTION BOND

NAME OF ASSURED (including its Subsidiaries):

DELAWARE INVESTMENT ADVISERS

Bond Number: 81951478

FEDERAL INSURANCE COMPANY

Incorporated under the laws of 2005 MARKET STREET

Indiana

a stock insurance company herein called the PHILADELPHIA, PA 19103

**COMPANY** 

Capital Center, 251 North Illinois, Suite 1100

Indianapolis, IN 46204-1927

**ITEM** 12:01 a.m. **BOND PERIOD:** from October 31, 2010

to

on

12:01 a.m. on

October 31, 2011

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

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.

			DEDU	ICTIBLE
INSURING CL	AUSE	LIMIT OF	FLIABILITY	AMOUNT
1.	Employee	\$	20,000,000\$	0
2.	On Premises	\$	20,000,000\$	50,000
3.	In Transit	\$	20,000,000\$	50,000
4.	Forgery or Alteration	\$	20,000,000\$	50,000
5.	Extended Forgery	\$	20,000,000\$	50,000
6.	Counterfeit Money	\$	20,000,000\$	50,000
7.	Threats to Person	\$	not covered\$	n/a
8.	Computer System	\$	20,000,000\$	50,000
9.	Voice Initiated Funds Transfer Instruction	\$	20,000,000\$	50,000
10.	Uncollectible Items of Deposit	\$	50,000\$	10,000
11.	Audit Expense	\$	100,000\$	0

#### **ITEM**

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

1-16

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. 5-98) Page 1 of 1

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:

Employee	1		ting directly from Larceny of alone or in collusion with o	or Embezzlement committed by any others.
On Premises	2	common l disappeara	aw or statutory larceny, mis ance, damage, destruction or the ASSURED, while such	m robbery, burglary, false pretenses, placement, mysterious unexplainable removal, from the possession, custody or Property is lodged or deposited at
In Transit	3	misplacen		m common law or statutory larceny, ble disappearance, damage or destruction, ere:
		a.	in an armored motor vehic thereof,	le, including loading and unloading
		b.	in the custody of a natural ASSURED, or	person acting as a messenger of the
		c.	a conveyance other than an a that	ortation Company and being transported in armored motor vehicle provided, however, ted in such manner is limited to the
			(1)	written records,
			(2)	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. 5-98) Page 1 of 19

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

Actual physical possession, and continued actual physical possession if taken

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. 5-98)	Page 2 of 19

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	r
System	

- 8. Loss resulting directly from fraudulent:
  - entries of data into, or a.
  - changes of data elements or programs within, b.

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.

ICAP Bond (5-98)

Form 17-02-1421 (Ed. 5-98) Page 3 of 19

9

**Insuring Clauses** (continued)

Voice Initiated **Funds** 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

Initiated Funds Transfer Instruction was:

received at the ASSURED'S offices by those a.

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

Deposit

10

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 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

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.

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98) Page 4 of 19

General Agreements

Additional Companies Included As Assured

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

them is included as the ASSURED herein:

(2

(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 Assured

B. 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.

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

General Agreements (continued)			
Additional Offices Or C.	If the ASS force,	SURED, other than	an Investment Company, while this Bond is in
Employees - Consolidation,	merges or	consolidates with	, or purchases or acquires assets or liabilities of
Merger Or Purchase Or	another in	stitution, the ASSI	URED shall not have the coverage afforded under
Acquisition Of Assets Or	Bond for	loss which has:	
Liabilities - Notice To Company	(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:
	a.		gives the COMPANY written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities

b.

c.

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 1940, the ASSURED shall within sixty (60) days give written notice to the COMPANY setting forth:

prior to the proposed effective date of such action, and

to extend some or all of the

additional exposure, and

obtains the written consent of the COMPANY

coverage provided by this Bond to such

on obtaining such consent, pays to the

COMPANY an additional premium.

(1	)	the names of the transferors and transferees (or
(1	)	the names of the beneficial
		owners if the voting securities are registered in
		another name),
(2	`	the total number of voting securities owned by
(2	)	the transferors and the
		transferees (or the beneficial owners), both
		immediately before and after the
		transfer, and
(2	`	the total number of outstanding voting
(3	)	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:

(1 )

)

(2

an Employee admits to being guilty of Larceny

or Embezzlement,

an Employee is adjudicated to be guilty of

Larceny or Embezzlement, or

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98) Page 6 of 19

#### General Agreements

Court Costs And

(3)

Attorneys' Fees

(continued)

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

an agreed statement of facts between the COMPANY

and the ASSURED,

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

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.

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98) Page 7 of 19

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:
  - an officer of the ASSURED,
  - a natural person while in the regular (2) 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) 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,
- (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,

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) Form 17-02-1421 (Ed. 5-98) Page 8 of 19

Conditions And Limitations

Definitions (8 ) (continued)

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:

a.

creating, preparing, modifying or maintaining the 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,

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

transfer agent, shareholder accounting recordkeeper or administrator:

which is not an "affiliated person" (as defined a. 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

which is a "bank" (as defined in Section 2(a) of the Investment Company Act of 1940).

b.

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.

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98) Page 9 of 19

Conditions And Limitations

Definitions

(continued)

f.

Forgery means the signing of the name of another natural person with the

intent to deceive but does not mean a signature which

part of one's own name, with or without authority, in any

capacity for any purpose.

consists in whole or in

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.	
	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. 5-98) Page 10 of 19

Conditions And Limitations

**Definitions** 

m.

(continued)

Subsidiary means any organization that, at the inception date of this Bond, 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.

Voice Initiated Election means any election or

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. Voice Initiated Funds Transfer Instruction means any Voice Initiated Redemption or Voice Initiated Election.

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

General
Exclusions Applicable to All
Insuring
Clauses

2. This bond does not directly or indirectly cover:

a. loss not reported to the COMPANY in writing within sixty (60) days after termination of this Bond as an entirety;

b. 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;

damages of any type for which the ASSURED

e. 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;

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98) Page 11 of 19

# 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;
- 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

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 3 . Thi
Exclusions Applicable To
All Insuring
Clauses Except
Insuring
Clause 1.
damage or destruction of Property;

This Bond does not directly or indirectly cover:

- 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
- b. loss through the surrender of property away from premises of the ASSURED as a result of a threat:
  - (1 ) 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

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;

ICAP Bond (5-98) Form 17-02-1421 (Ed. 5-98) Page 12 of 19

# Conditions And Limitations

Specific Exclusions

-

Applicable To All Insuring Clauses Except Insuring

Clause 1.

(continued)

f.

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.

g.

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.;

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

i.

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 had authorized access to the customer's authentication mechanism.

Specific Exclusions	4.	This bond does not di	rectly or indirectly cover:	
Applicable To All Insuring Clauses Except Insuring Clauses 1., 4., And 5.		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- 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:		
		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. 5-98) Page 13 of 19 Conditions And Limitations

Limit Of
Liability/NonReduction And
NonAccumulation Of
Liability
(continued)

d. any one casualty or event other than those specified in a., b., or c. above,

shall be deemed to be one loss and shall be limited to the applicable LIMIT OF

LIABILITY stated in ITEM 2. of the DECLARATIONS of this Bond irrespective of

the total amount of such loss or losses and shall not be cumulative in amounts

from year to year or from period to period.

All acts, as specified in 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 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.

Discovery

6. This Bond applies only to loss first discovered by an officer of the ASSURED

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,

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 -
Proof - Legal
Proceedings

a.

7.

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.

Against Company

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) Page 14 of 19 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

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

# Securities Settlement

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:

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 - 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

which would otherwise have

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

the 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. 5-98) Page 16 of 19

Conditions And Limitations			
Subrogation - Assignment - Recovery		d.	fourth, to the ASSURED in satisfaction of any loss suffered by the ASSURED which was not covered under this Bond.
(continued)		Recovery from reinsu be deemed a recovery under this se	rance or indemnity of the COMPANY shall not ection.
Cooperation Of Assured	12 .	At the COMPANY'S designated by the COMPANY, the	request and at reasonable times and places 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.
		secure to the COMPANY the right Bond. The	execute all papers and render assistance to s and causes of action provided for under this othing after loss to prejudice such rights or
Termination	13 .	written notice shall have been given the Securities and Exchar	le ASSURED, it shall not be terminated unless by the acting party to the affected party and to age Commission, Washington, D.C., not less than
			int ASSURED, it shall not be terminated unless
		in the polities for a joi	in Assoned, it shan not be terminated unless

written notice

Securities and

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

COMPANY to all ASSURED Investment Companies and to the

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 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

c. 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 the

ASSURED or pro rata if terminated for any other reason.

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

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:

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.

15.

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 or which employed the person causing the loss or engaged the messenger conveying the Property

involved.

Conformity

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) Page 18 of 19

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.

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

#### FEDERAL INSURANCE COMPANY

Endorsement No: 1 Bond

Bond Number: 81951478

NAME OF ASSURED: DELAWARE INVESTMENT

**ADVISERS** 

#### NAME OF ASSURED ENDORSEMENT

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

Delaware Group Advisor Funds

Delaware Group Cash Reserve

Delaware Group Equity Funds I

Delaware Group Equity Funds II

Delaware Group Equity Funds III

Delaware Group Equity Funds IV

Delaware Group Equity Funds V

Delaware Group Foundation Funds

Delaware Group Limited-Term Government Funds

Delaware Group Global & International Funds

Delaware Group Government Funds

Delaware Group Income Funds

Delaware VIP Trust

Delaware Group State Tax-Free Income Trust

Delaware Group Tax-Free Fund

Delaware Group Tax-Free Money Fund

**Delaware Pooled Trust** 

Voyageur Insured Funds

Voyageur Intermediate Tax Free Funds

Voyageur Mutual Funds

Voyageur Mutual Funds II

Voyageur Mutual Funds III

Voyageur Tax-Free Funds

Dividend & Income

Global Dividend & Income Arizona Municipal Income Colorado Municipal Income National Municipal Income Minnesota Municipal Income II Enhanced Global Dividend and Income

This Endorsement applies to loss discovered after 12:01 a.m. on October 31, 2010.

ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: November 2, 2010

Authorized Representative

**ICAP Bond** Form 17-02-0949 (Ed. 1-97) Page 2

FEDERAL INSURANCE COMPANY

Endorsement No.: 2 Bond

Bond Number: 81951478

**DELAWARE INVESTMENT** NAME OF ASSURED: **ADVISERS** 

#### TELEFACSIMILE INSTRUCTION FRAUD ENDORSEMENT

It is agreed that this Bond is amended as follows:

1. By adding the following INSURING CLAUSE:

#### 12. Telefacsimile Instruction

Loss resulting directly from the ASSURED having transferred, paid or delivered any

funds or other Property or established any credit, debited any account or given any

value on the faith of any fraudulent instructions sent by a Customer, financial institution

or another office of the ASSURED by Telefacsimile directly to the ASSURED authorizing

or acknowledging the transfer, payment or delivery of funds or Property or the

establishment of a credit or the debiting of an account or the giving of value by the

ASSURED where such Telefacsimile instructions:

a. bear a valid test key exchanged between the ASSURED and a Customer or another financial institution with authority to use such test

key for Telefacsimile

instructions in the ordinary course of business, but which test key has been

wrongfully obtained by a person who was not authorized to initiate, make,

validate or authenticate a test key arrangement, and

b. fraudulently purport to have been sent by such Customer or financial institution

when such Telefacsimile instructions were transmitted without the knowledge

or consent of such Customer or financial institution by a person other than such

Customer or financial institution and which bear a

Forgery of a signature,

provided that the Telefacsimile instruction was verified by a direct call back to

an employee of the financial institution, or a person

thought by the ASSURED to

be the Customer, or an employee of another financial institution.

2. By deleting from Section 1., Definitions, the definition of Customer in its entirety, and substituting the following:

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 or Telefacsimile Instruction.

ICAP Bond Form 17-02-2367 (Rev. 10-03) Page 1

3. By adding to Section 1., Definitions, the following:

Telefacsimile means a system of transmitting written

documents by electronic signals

over telephone lines to equipment maintained by the

ASSURED for the purpose of

reproducing a copy of said document. Telefacsimile does

not mean electronic

communication sent by Telex or similar means of

communication, or through an

electronic communication system or through an

automated clearing house.

4. By adding to Section 3., Specific Exclusions Applicable to All Insuring Clauses Except Insuring

Clause 1. the following:

loss resulting directly or indirectly from Telefacsimile

instructions provided, however, this

exclusion shall not apply to this INSURING CLAUSE.

This Endorsement applies to loss discovered after 12:01 a.m. on October 31, 2010.

ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: November	2,	2010
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**ICAP Bond** 

Form 17-02-2367 (Rev. 10-03) Page 2

#### FEDERAL INSURANCE COMPANY

Endorsement No.: 3 Bond

Bond Number: 81951478

#### NAME OF ASSURED: DELAWARE INVESTMENT ADVISERS

# AUTOMATED TELEPHONE TRANSACTION ENDORSEMENT

It is agreed that this Bond is amended as follows:

By adding the following INSURING CLAUSE:

13. Automated Telephone System Transaction

Loss resulting directly from the ASSURED having transferred funds on the faith of any Automated Phone System (APS) Transaction, where the request for such APS

Transaction is unauthorized or fraudulent and is made with the intent to deceive. In order for coverage to apply under this INSURING CLAUSE the ASSURED shall maintain and follow all APS Designated Procedures. A single failure of the ASSURED to maintain and follow a particular APS Designated Procedure in a particular APS Transaction will not preclude

coverage under this INSURING CLAUSE.

By adding to Section 1., Definitions, the following: 2

s. APS Designated Procedures means all of the follo	wing procedures:
---	------------------

No APS Transaction shall be executed unless the shareholder or (1 ) unitholder to whose

account such an APS Transaction relates has previously elected

to APS

Transactions. (Election in

Application)

(2

All APS Transactions shall be logged or otherwise recorded and the records shall be retained for at least six (6) months. (Logging) Information contained in the records shall be capable of being retrieved and produced within a reasonable time after retrieval of specific information is requested, at a success rate of no less than 85 percent. The caller in any request for an APS Transaction, before (3 ) executing that APS Transaction must enter a personal identification number (PIN), social security number and account number. (Identity Test) If the caller fails to enter a correct PIN within three (3) attempts, the caller must not be allowed additional attempts during the same telephone call to enter the PIN. The caller may either be instructed to redial a customer service representative or may be immediately connected to such a representative. (Limited

attempts to Enter PIN)

ICAP Bond Form 17-02-2345 (Ed. 10-00) Page 1

A written confirmation of any APS Transaction or change of address shall be mailed to the shareholder or unitholder to whose account such transaction relates, at the record address, by the end of the insured's next regular processing cycle, but in no event later than five (5) business days following such APS Transaction. (Written Confirmation)

Access to the equipment which permits the entity receiving the APS Transaction

request to process and effect the transaction shall be limited in the following manner: (Access to APS Equipment)

t. APS Election means any election concerning various account features available to the

shareholder or unitholder which is made through the Automated Phone System by means of

information transmitted by an individual caller through use of a Automated Phone System.

These features include account statements, auto exchange, auto asset builder, automatic

withdrawal, dividend/capital gain options, dividend sweep, telephone balance consent and

change of address.

u. APS Exchange means any exchange of shares or units in a registered account of one fund

into shares or units in an account with the same tax identification number and same ownership-type code of another fund in the same complex pursuant to exchange privileges of

the two funds, which exchange is requested through the Automated Phone System by

means of information transmitted by an individual caller through use of an Automated Phone

System.

3

- V. APS Purchase means any purchase of shares or units issued by an Investment Company which is requested through an Automated Phone System.
- w. APS Redemption means any redemption of shares or units issued by an Investment Company which it requested through the telephone by means of information transmitted by an individual caller through use of a Automated Phone System.
- x. APS Transaction means any APS Purchase, APS Redemption, APS Election or APS Exchange.
- y. Automated Phone System means an automated system which receives and converts to

executable instructions transmissions through the Automated Phone System through use of

a touch-tone keypad or other tone system; and always excluding transmissions from a

computer system or part thereof.

By adding the following Section after Section 4., Specific Exclusions-Applicable To All Insuring Clauses Except 1., 4., 5.:

Section 4.A Specific Exclusion-Applicable to Insuring Clause 13

This Bond does not directly or indirectly cover under Insuring Clause 13:

I	Loss resulting	g irom:		
г	ì.	the redemption payable	of shares or units,	where the proceeds of such redemption are made
		to other than:		
		(1	)	the shares or units of record,
		(2	)	a person designated to receive redemption proceeds, or
		(3	)	a bank account designated to receive redemption proceeds, or
ł	<b>)</b> .	the redemption check	of shares or units,	where the proceeds of such redemption are paid

mailed to any address, unless such address has either been designated the shareholder or

unitholder by voice through an Automated Phone System or in writing, at least thirty

days prior to such redemption, or

**ICAP Bond** 

c.

Form 17-02-2345 (Ed. 10-00) Page 2

the redemption of shares or units, where shareholder or unitholder of the ASSURED designated bank account of record.

This Endorsement applies to loss discovered after 12:01 a.m. on October 31, 2010.

ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: November 2, 2010

**ICAP Bond** 

Form 17-02-2345 (Ed. 10-00) Page 3

#### FEDERAL INSURANCE COMPANY

Endorsement No.: 4 Bond Bond Number: 81951478

# NAME OF ASSURED: DELAWARE INVESTMENT ADVISERS 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:
  - 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,
    - b. refusing to pay any check or draft made or drawn upon or against the 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 14

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 October 31, 2010. ALL OTHER TERMS AND CONDITIONS OF THIS BOND REMAIN UNCHANGED.

Date: November 2, 2010

**ICAP Bond** 

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

FEDERAL INSURANCE COMPANY

Endorsement No.: 5 Bond Bond Number: 81951478