NEUBERGER BERMAN NEW YORK INTERMEDIATE MUNICIPAL FUND INC Form  $40\text{-}17\mathrm{G}$  July  $20,\,2016$ 

ICI MUTUAL INSURANCE COMPANY, a Risk Retention Group

1401 H St. NW Washington, DC 20005

INVESTMENT COMPANY BLANKET BOND

### ICI MUTUAL INSURANCE COMPANY,

a Risk Retention Group

1401 H St. NW

Washington, DC 20005

### **DECLARATIONS**

### **NOTICE**

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for

Name

of

### Item 1. InsuBodd Number:

your risk retention group.

(the

"Insured")

Neuberger

Berman

Inv85/th6e/nlt16B

Advisers

LLC

## Principal Mailing

Office: Address:

605

Thomas Third

Avancaue, 21st

21Floor

Floor

New

York, NY

NY10158

10158

### Item 2. Bond Period: from

12:01 a.m. on \_

April 30,

2016 , to 12:01

a.m. on April

30, 2017, or

the earlier

effective date of

the termination of

this Bond,

standard time at the Principal Office as to each of said dates.

Limit of Liability--

Item 3. Subject to

Sections 9, 10 and

12 hereof:

		LIMIT OF	DEDUCTIBLE
		LIABILITY	AMOUNT
Insuring Agreement A-	FIDELITY	\$20,000,000	\$150,000
Insuring Agreement B-	AUDIT EXPENSE	\$50,000	\$10,000
Insuring Agreement C-	ON PREMISES	\$20,000,000	\$150,000
Insuring Agreement D-	IN TRANSIT	\$20,000,000	\$150,000
Insuring Agreement E-	FORGERY OR ALTERATION	\$20,000,000	\$150,000
Insuring Agreement F-	SECURITIES	\$20,000,000	\$150,000
2 2	COUNTERFEIT CURRENCY	\$20,000,000	\$150,000
Insuring Agreement H-	UNCOLLECTIBLE ITEMS OF DEPOSIT	\$25,000	\$5,000
Insuring Agreement I-	PHONE/ELECTRONIC TRANSACTIONS	\$20,000,000	\$150,000

If "Not Covered" is inserted opposite any Insuring Agreement above, such Insuring Agreement and any reference thereto shall be deemed to be deleted from this Bond.

### OPTIONAL INSURING AGREEMENTS ADDED BY RIDER:

Insuring Agreement J- COMPUTER SECURITY

Offices or Premises

Covered--All the Insured's

offices or other premises in

existence at the time this

Bond becomes effective are

covered under this Bond,

except the offices or other

Item 4. premises excluded by

Rider. Offices or other

premises acquired or

established after the

effective date of this Bond

are covered subject to the

terms of General Agreement

A.

The liability of ICI Mutual

Insurance Company, a Risk

Retention Group (the

Item 5. "Underwriter") is subject to the terms of the following

Riders attached hereto:

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THEFT DEDUCTIOLE

\$20,000,000 \$150,000

Riders:

1-2-3-4-5-6-7-8-9-10-11-12

and of all Riders applicable to this Bond issued during the Bond Period.

By: /S/ Catherine Dalton By: /S/ Swenitha Nalli

Authorized Representative Authorized Representative

Bond (10/15)

### INVESTMENT COMPANY BLANKET BOND

### **NOTICE**

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

ICI Mutual Insurance Company, a Risk Retention Group (the "Underwriter"), in consideration of an agreed premium, and in reliance upon the Application and all other information furnished to the Underwriter by the Insured, and subject to and in accordance with the Declarations, General Agreements, Provisions, Conditions and Limitations and other terms of this bond (including all riders hereto) ("Bond"), to the extent of the Limit of Liability and subject to the Deductible Amount, agrees to indemnify the Insured for the loss, as described in the Insuring Agreements, sustained by the Insured at any time but discovered during the Bond Period.

### **INSURING AGREEMENTS**

### A.FIDELITY

Loss caused by any Dishonest or Fraudulent Act or Theft committed by an Employee anywhere, alone or in collusion with other persons (whether or not Employees), during the time such Employee has the status of an Employee as defined herein. and even if such loss is not discovered until after he or she ceases to be an Employee, **EXCLUDING** loss covered under Insuring Agreement B.

# B. AUDIT EXPENSE

Expense incurred by the Insured for that part of audits or examinations required by any

governmental regulatory authority or Self Regulatory Organization to be conducted by such authority or Organization or by an independent accountant or other person, by reason of the discovery of loss sustained by the Insured and covered by this Bond.

## C. ON PREMISES

Loss resulting from Property that is (1)located or reasonably believed by the Insured to be located within the Insured's offices or premises, and (2) the object of Theft, Dishonest or Fraudulent Act, or Mysterious Disappearance, **EXCLUDING** loss covered under Insuring Agreement A.

## D.IN TRANSIT

Loss resulting from Property that is (1) in transit in the custody of any person

authorized by an Insured to act as a messenger, except while in the mail or with a carrier for hire (other than a Security Company), and (2) the object of Theft, Dishonest or Fraudulent Act, or Mysterious Disappearance, **EXCLUDING** loss covered under Insuring Agreement A. Property is "in transit" beginning immediately upon receipt of such Property by the transporting person and ending immediately upon delivery at the specified destination.

# E. FORGERY OR ALTERATION

Loss caused by the Forgery or Alteration of or on (1) any bills of exchange, checks, drafts, or other written orders or directions to pay certain sums in money, acceptances, certificates of deposit, due

bills, money orders, or letters of credit; or (2) other written instructions, requests or applications to the Insured, authorizing or acknowledging the transfer, payment, redemption, delivery or receipt of Property, or giving notice of any bank account, which instructions or requests or applications purport

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to have been signed or endorsed by (a) any customer of the Insured, or (b) any shareholder of or subscriber to shares issued by any Investment Company, or (c) any financial or banking institution or stockbroker; or (3) withdrawal orders or receipts for the withdrawal of Property, or receipts or certificates of deposit for Property and bearing the name of the Insured as issuer or of another Investment Company for which the Insured acts as agent. This Insuring Agreement E does not cover loss caused by Forgery or Alteration of Securities or loss covered under Insuring Agreement A.

# F. SECURITIES

Loss resulting from the Insured, in good faith, in the ordinary course of business, and in any capacity whatsoever, whether for its own account or for the account of others, having acquired, accepted or received, or sold or delivered, or given any value, extended any credit or assumed any liability on the faith of any Securities, where such loss results from the fact that such Securities (1) were Counterfeit, or (2) were lost or stolen, or (3) contain a Forgery or Alteration, and notwithstanding whether or not the act of the Insured causing such loss violated the constitution, by-laws, rules or regulations of any Self Regulatory Organization, whether or not the Insured was a member

thereof, EXCLUDING loss covered under Insuring Agreement A.

# G. COUNTERFEIT CURRENCY

Loss caused by the Insured in good faith having received or accepted (1) any money orders which prove to be Counterfeit or to contain an Alteration or (2) paper currencies or coin of the United States of America or Canada which prove to be Counterfeit. This Insuring Agreement G does not cover loss covered under Insuring Agreement A.

# H. UNCOLLECTIBLE ITEMS OF DEPOSIT

Loss resulting from the payment of dividends, issuance of Fund shares or redemptions or exchanges permitted from an account with the Fund as a consequence of

Deposit of a Fund's customer, shareholder or subscriber credited by the Insured or its agent to such person's Fund account, or

uncollectible Items of

(2) any Item of Deposit processed through an automated

(1)

clearing
house which
is reversed
by a Fund's
customer,
shareholder
or subscriber
and is
deemed
uncollectible
by the
Insured;

PROVIDED, that (a) Items of Deposit shall not be deemed uncollectible until the Insured's collection procedures have failed, (b) exchanges of shares between Funds with exchange privileges shall be covered hereunder only if all such Funds are insured by the Underwriter for uncollectible Items of Deposit, and (c) the Insured Fund shall have implemented and maintained a policy to hold Items of Deposit for the minimum number of days stated in its Application (as amended from time to time) before paying any dividend or permitting any withdrawal with respect to such Items of Deposit (other than exchanges between Funds). Regardless of the number of transactions between Funds in an exchange program, the minimum number of days an Item of Deposit must be held shall begin from the date the Item of Deposit was first credited to any Insured Fund.

This Insuring Agreement H does not cover loss covered under Insuring Agreement A.

# PHONE/ELECTRONIC TRANSACTIONS

Loss caused by a Phone/Electronic Transaction, where the request for such Phone/Electronic Transaction:

3

is transmitted to the Insured or its agents by voice

(1) over the

(2)

(3)

telephone or by Electronic Transmission;

and

is made by an individual

purporting to be a Fund shareholder or subscriber or an authorized agent of a Fund shareholder or subscriber; and

is unauthorized or fraudulent and is made with the manifest intent to

deceive;

PROVIDED, that the entity receiving such request generally maintains and follows during the Bond Period all Phone/Electronic Transaction Security Procedures with respect to all Phone/Electronic Transactions; and

### EXCLUDING loss resulting from:

(1) the failure to pay for shares attempted to be purchased; or

any redemption
of Investment
Company shares
which had been
improperly
credited to a
shareholder's
account where
such shareholder
(a) did not cause,
directly or
indirectly, such

shares to be credited to such account, and (b) directly or indirectly received any proceeds or other benefit from such redemption; or

any redemption of shares issued

by an Investment Company where the proceeds of such redemption were requested to be paid or made payable to other than (a) the Shareholder of Record, or (b) any other person or bank account designated to receive redemption proceeds (i) in the initial account application, or (ii) in writing (not to include Electronic Transmission) accompanied by a signature guarantee; or

(4)

(3)

any redemption of shares issued by an Investment Company where the proceeds of such redemption were requested to be sent to other than any address for such account which was designated (a) in the initial account application, or (b) in writing (not to include Electronic Transmission), where such writing is received at least one (1) day prior to such redemption

request, or (c) by voice over the telephone or by

Electronic

Transmission at least fifteen (15) days prior to such

redemption; or the intentional

failure to adhere to one or more Phone/Electronic Transaction Security

Procedures; or

a

(5)

(6)

Phone/Electronic
Transaction
request
transmitted by
electronic mail or
transmitted by
any method not
subject to the
Phone/Electronic
Transaction
Security

Procedures; or

restrictions on the

(7) the failure or circumvention of any physical or electronic protection device, including any firewall, that imposes

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flow of electronic traffic in or out of any Computer System.

This Insuring Agreement I does not cover loss covered under Insuring Agreement A, "Fidelity" or Insuring Agreement J, "Computer Security".

### **GENERAL AGREEMENTS**

# ADDITIONAL OFFICES OR A. EMPLOYEES—CONSOLIDATION OR MERGER--NOTICE

Except as provided in paragraph 2 below, this Bond shall apply to any additional office(s) established by the Insured during the Bond Period and to all Employees during the Bond Period,

1.

without the

need to give

notice thereof

or pay

additional

premiums to

the

Underwriter

for the Bond

Period.

## 2. If during the

**Bond Period** 

an Insured

Investment

Company

shall merge or

consolidate

with an

institution in

which such

Insured is the

surviving

entity, or

purchase

substantially

all the assets

or capital

stock of

another

institution, or

acquire or

create a

separate

investment

portfolio, and

shall within

sixty (60) days

notify the

Underwriter

thereof, then

this Bond

shall

automatically

apply to the

Property and

**Employees** 

resulting from

such merger,

consolidation,

acquisition or

creation from the date thereof; provided, that the Underwriter may make such coverage contingent upon the payment of an additional premium.

### **B. WARRANTY**

No statement made by or on behalf of the Insured, whether contained in the Application or otherwise, shall be deemed to be an absolute warranty, but only a warranty that such statement is true to the best of the knowledge of the person responsible for such statement.

# C. COURT COSTS AND ATTORNEYS' FEES

The Underwriter will indemnify the Insured against court costs and reasonable attorneys' fees incurred and paid by the Insured in defense of any legal proceeding brought against the Insured seeking recovery for any loss which, if established against the Insured, would constitute a loss covered under the terms of this Bond; provided, however, that with respect to Insuring Agreement A this indemnity shall apply only in the event that

1.

an Employee admits to having committed or is adjudicated to have committed a Dishonest or Fraudulent Act or Theft which caused the loss; or

in the absence of such an

admission or adjudication, an arbitrator or arbitrators acceptable to the Insured and the Underwriter concludes, after a review of an agreed statement of facts, that an Employee has committed a Dishonest or Fraudulent Act or Theft which caused the loss.

2.

The Insured shall promptly give notice to the Underwriter of any such legal proceeding and upon request shall furnish the Underwriter with copies of all pleadings and other papers therein. At the Underwriter's election the Insured shall permit the Underwriter to conduct the defense of such legal proceeding in the Insured's name, through attorneys of the

Underwriter's selection. In such event, the Insured shall give all reasonable information and assistance which the Underwriter shall deem necessary to the proper defense of such legal proceeding.

If the amount of the Insured's liability or alleged liability in any such legal proceeding is greater than the amount which the Insured would be entitled to recover under this Bond (other than pursuant to this General Agreement C), or if a Deductible Amount is applicable, or both, the indemnity liability of the Underwriter under this General Agreement C is limited to the proportion of court costs and attorneys' fees incurred and paid by the Insured or by the Underwriter that the amount which the Insured would be entitled to recover under this Bond (other than pursuant to this General Agreement C) bears to the sum of such amount plus the amount which the Insured is not entitled to recover. Such indemnity shall be in addition to the Limit of Liability for the applicable Insuring Agreement.

### D.INTERPRETATION

This Bond shall be interpreted with due regard to the purpose of fidelity bonding under Rule 17g-1 of the Investment Company Act

of 1940 (i.e., to protect innocent third parties from harm) and to the structure of the investment management industry (in which a loss of Property resulting from a cause described in any Insuring Agreement ordinarily gives rise to a potential legal liability on the

part of the Insured), such that the term "loss" as used herein shall include an Insured's legal liability for direct compensatory damages resulting directly from a misappropriation, or measurable diminution in value, of Property.

THIS BOND,
INCLUDING THE
FOREGOING
INSURING
AGREEMENTS
AND GENERAL
AGREEMENTS, IS
SUBJECT TO THE
FOLLOWING
PROVISIONS,
CONDITIONS AND
LIMITATIONS:

SECTION 1.
DEFINITIONS

The following terms used in this Bond shall have the meanings stated in this Section:

"Alteration" means the marking, changing or altering in a material way of

A. the terms, meaning or legal effect of a document with the intent to deceive.

"Application" means the Insured's application (and any attachments

B. and materials submitted in connection therewith) furnished to the Underwriter for this Bond.

"Computer System" means (1) computers with related peripheral components, including storage components, (2) systems and applications software, (3) terminal devices, (4) related

communications C. networks or customer communication systems, and (5) related electronic funds transfer systems; by which data or monies are electronically collected, transmitted, processed, stored or retrieved.

D. "Counterfeit"
means, with
respect to any
item, one which
is false but is
intended to
deceive and to
be taken for the
original

authentic item.

"Deductible
Amount" means,
with respect to
any Insuring
Agreement, the
amount set forth
under the
heading
"Deductible

E. Amount" in Item
3 of the
Declarations or
in any Rider for
such Insuring
Agreement,
applicable to
each Single Loss
covered by such
Insuring
Agreement.

"Depository"
means any
"securities
depository" (other
than any foreign
securities
depository) in
which an

- F. Investment
  Company may
  deposit its
  Securities in
  accordance with
  Rule 17f-4 under
  the Investment
  Company Act of
  1940.
- G. "Dishonest or Fraudulent Act" means any dishonest or fraudulent act, including "larceny and embezzlement" as defined in Section 37 of the

Investment

Company Act of

1940, committed

with the

conscious

manifest intent

(1) to cause the

Insured to

sustain a loss

and (2) to obtain

financial benefit

for the

perpetrator or

any other person

(other than

salaries,

commissions,

fees, bonuses,

awards, profit

sharing, pensions

or other

employee

benefits). A

Dishonest or

Fraudulent Act

does not mean or

include a

reckless act, a

negligent act, or

a grossly

negligent act.

"Electronic

Transmission"

means any

transmission

effected by

electronic

means, including

H. but not limited to

a transmission

effected by

telephone tones,

Telefacsimile,

wireless device,

or over the

Internet.

"Employee"

I. means:

each officer, director, trustee, (1) partner or employee of the Insured, and each officer, director, trustee, partner or employee of any predecessor of the Insured whose principal (2) assets are acquired by the Insured by consolidation or merger with, or purchase of assets or capital stock of, such predecessor, and

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- (3) each attorney performing legal services for the Insured and each employee of such attorney or of the law firm of such attorney while performing services for the Insured, and
- (4) each student who is an authorized intern of the Insured, while in any of the Insured's offices, and
- (5) each officer, director, trustee, partner or employee of
  - (a) an investment adviser,
  - (b) an underwriter (distributor),
  - (c) a transfer agent or shareholder accounting recordkeeper, or
  - (d) an administrator authorized by written agreement to keep financial and/or other required records,

for an Investment Company named as an Insured, BUT ONLY while (i) such officer, partner or employee is performing acts coming within the scope of the usual duties of an officer or employee of an Insured, or (ii) such officer, director, trustee, partner or employee is acting as a member of any committee duly elected or appointed to examine or audit or have custody of or access to the Property of the Insured, or (iii) such director or trustee (or anyone acting in a similar capacity) is acting outside the scope of the usual duties of a director or trustee; PROVIDED, that the term "Employee" shall not include any officer, director, trustee, partner or employee of a transfer agent, shareholder accounting recordkeeper or administrator (x) which is not an "affiliated person" (as defined in Section 2(a) of the Investment Company Act of 1940) of an Investment Company named as Insured or of the adviser or underwriter of such Investment Company, or (y) which is a "Bank" (as defined in Section 2(a) of the Investment Company Act of 1940), and

- (6) each individual assigned, by contract or by any agency furnishing temporary personnel, in either case on a contingent or part-time basis, to perform the usual duties of an employee in any office of the Insured, and
- each individual assigned to perform the usual duties of an employee or officer of any entity authorized by written agreement with the Insured to perform services as electronic data processor of checks or other accounting records of the Insured, but excluding a processor which acts as transfer agent or in any other agency capacity for the Insured in issuing checks, drafts or securities, unless included under subsection (5) hereof, and
- (8) each officer, partner or employee of
  - (a) any Depository or Exchange,
  - (b) any nominee in whose name is registered any Security included in the systems for the central handling of securities established and maintained by any Depository, and
  - (c) any recognized service company which provides clerks or other personnel to any Depository or Exchange on a contract basis,

while such officer, partner or employee is performing services for any Depository in the operation of systems for the central handling of securities, and

(9) in the case of an Insured which is an "employee benefit plan" (as defined in Section 3 of the Employee Retirement Income Security Act of 1974 ("ERISA")) for officers, directors or employees of another Insured ("In-House Plan"), any "fiduciary" or other "plan official" (within the meaning of Section 412 of ERISA) of such In-House Plan, provided that such fiduciary or other plan official is a director, partner, officer, trustee or employee of an Insured

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Each employer of temporary personnel and each entity referred to in subsections (6) and (7) and their respective partners, officers and employees shall collectively be deemed to be one person for all the purposes of this Bond.

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Brokers, agents, independent contractors, or representatives of the same general character shall not be considered Employees, except as provided in subsections (3), (6), and (7).

"Exchange" means any national securities exchange registered under the Securities Exchange Act of

1934.

"Forgery" means the physical signing on a document of the name of another person (whether real or fictitious) with the intent to deceive. A Forgery may be by means of mechanically reproduced

K. facsimile
signatures as well
as handwritten
signatures.
Forgery does not
include the
signing of an
individual's own
name, regardless
of such
individual's
authority,
capacity or
purpose.

L.

"Items of Deposit" means one or more checks or drafts.

"Investment Company" or "Fund" means an investment M.company

registered under the Investment Company Act of 1940.

"Limit of Liability"
means, with
respect to any
Insuring
Agreement, the
limit of liability
of the
Underwriter for
any Single Loss
N. covered by such
Insuring
Agreement as set

covered by such Insuring
Agreement as set forth under the heading "Limit of Liability" in Item 3 of the Declarations or in any Rider for such Insuring Agreement.

"Mysterious
Disappearance"
means any
disappearance of
Property which,
after a reasonable
investigation has
been conducted,
cannot be
explained.

P. "Non-Fund" means any corporation, business trust, partnership, trust

or other entity which is not an Investment Company.

"Phone/Electronic

Transaction

Security

Procedures"

means security

Q. procedures for

Phone/Electronic

Transactions as

provided in

writing to the

Underwriter.

# R. "Phone/Electronic

Transaction"

means any (1)

redemption of

shares issued by

an Investment

Company, (2)

election

concerning

dividend options

available to Fund

shareholders, (3)

exchange of

shares in a

silaies ili e

registered

account of one

Fund into shares

in an identically

registered

account of

another Fund in

the same complex

pursuant to

exchange

privileges of the

two Funds, or (4)

purchase of

shares issued by

an Investment

Company, which

redemption,

election,

exchange or

purchase is

requested by voice over the telephone or through an Electronic Transmission.

S. "Property" means the following tangible items: money, postage and revenue stamps, precious metals, Securities, bills of exchange, acceptances, checks, drafts, or other written orders or directions to pay sums certain in money, certificates of deposit, due bills, money orders, letters of credit, financial futures contracts, conditional sales contracts, abstracts of title, insurance policies, deeds, mortgages, and assignments of any of the foregoing, and other valuable papers, including books of account and other records used by the Insured in the conduct of its business, and all other instruments similar to or in the nature of the

> foregoing (but excluding all data

processing records), (1) in which the Insured has a legally cognizable interest, (2) in which the Insured acquired or should have acquired such an interest by reason of a predecessor's declared financial condition at the time of the Insured's consolidation or merger with, or purchase of the principal assets of, such predecessor or (3) which are held by the Insured for any purpose or in any capacity.

### T. "Securities" means

original negotiable or non-negotiable agreements or instruments which represent an equitable or legal interest, ownership or debt (including stock certificates, bonds, promissory notes, and assignments thereof), which are in the ordinary course of business and transferable by physical delivery with appropriate endorsement or assignment.

"Securities" does not include bills of exchange, acceptances, certificates of deposit, checks, drafts, or other written orders or directions to pay sums certain in money, due bills, money orders, or letters of credit.

"Security Company" means an entity which provides or purports to provide the transport

U. of Property by secure means, including, without limitation, by use of armored vehicles or guards.

"Self Regulatory
Organization" means
any association of
investment advisers or
securities dealers
registered under the
federal securities laws,
or any Exchange.

"Shareholder of Record"
means the record
owner of shares issued
by an Investment
Company or, in the
case of joint
ownership of such
shares, all record

W. owners, as designated
(1) in the initial
account application, or
(2) in writing
accompanied by a
signature guarantee, or
(3) pursuant to
procedures as set forth
in the Application.

## X. "Single Loss" means:

all loss resulting from any one actual or

- (1) attempted
  Theft
  committed by
  one person,
  or
- (2) all loss caused by

any one act
(other than a
Theft or a
Dishonest or
Fraudulent
Act)
committed by
one person,
or

all loss caused by Dishonest or Fraudulent

(3) Fraudulent
Acts
committed by
one person,
or

all expenses incurred with respect to

(4) any one audit or examination, or