

Edgar Filing: Avenue Income Credit Strategies Fund - Form 40-17G

Avenue Income Credit Strategies Fund
Form 40-17G
February 04, 2013

Avenue Capital Management II, L.P.

Ty Oyer.

399 Park Ave, 6th Floor

Secretary

New York, New York 10022

Direct Line: (212) 850-8935

Fax: (212) 878-3559

February 1, 2013

Securities and Exchange Commission

450 Fifth Street NW

Washington, DC 20549

VIA EDGAR

RE: Rule 17g-1 Fidelity Bond Filing Information with Respect to Period Covering January 27, 2013 through January 27, 2014 for the following Investment Companies (Investment Company Act of 1940 File Number) (the Trust):

Avenue Income Credit Strategies Fund (811-22485)

Dear Sir or Madam:

Enclosed for filing, pursuant to Rule 17g-1 of the Investment Company Act of 1940, as amended, please find the following information with respect to the Avenue Income Credit Strategies Fund referenced above. Please note for the Commission's records, the following:

- a. A copy of the executed Joint Insured Fidelity Bond with a schedule of individual named insureds, for the period from January 27, 2013 through January 27, 2014 is enclosed under Exhibit 1;
- b. A copy of the resolution from the December 13, 2012, meeting of the Board of Trustees at which a majority of trustees not considered interested persons approved the amount, type, form and coverage of the Fidelity Bond, and the portion of the premium to be paid by the Trust and the Avenue Mutual Funds Trust (each a Fund and together, the Funds) for the period from January 27, 2013 through January 27, 2014 is enclosed under Exhibit 2;

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- c. A document showing the amount of the single insured bond which each Fund would have provided and maintained had it not been named as an insured under the Joint Insured Fidelity Bond for the period from January 27, 2013 through January 27, 2014 is enclosed under Exhibit 3;
- d. Premiums have been paid for the period from January 27, 2013 through January 27, 2014; and
- e. A copy of the agreement between each Fund and all of the other named insureds entered into pursuant to paragraph (f) of Rule 17g-1 is enclosed under Exhibit 4.

Please contact me if you have any questions or require additional information.

Very truly yours,

/s/ Ty Oyer

Ty Oyer
Secretary

Enclosures

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FRANK CRYSTAL & CO INC.

ATTN: TYLER ENTWISTLE

32 OLD SLIP - 17TH FL.

NEW YORK, NY 10005

INSURED: AVENUE INCOME CREDIT STRATEGIES FUND
PRODUCT: *DFIBond*
POLICY NO: 82307679
TRANSACTION: RENL

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Chubb Group of Insurance Companies

15 Mountain View Road, Warren, New Jersey 07059

NAME OF ASSURED (including its **Subsidiaries**):

AVENUE INCOME CREDIT STRATEGIES FUND

399 PARK AVENUE 6TH FLOOR
NEW YORK, NY 10022

DECLARATIONS

**FINANCIAL INSTITUTION INVESTMENT
COMPANY ASSET PROTECTION BOND**

Bond Number: 82307679

FEDERAL INSURANCE COMPANY

Incorporated under the laws of Indiana a stock insurance company
herein called the COMPANY Capital Center, 251 North Illinois,
Suite 1100 Indianapolis, IN 46204-1927

ITEM 1. BOND PERIOD: from 12:01 a.m. on January 27, 2013
to 12:01 a.m. on January 27, 2014

ITEM 2. LIMITS OF LIABILITY DEDUCTIBLE AMOUNTS:

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

INSURING CLAUSE	LIMIT OF LIABILITY	DEDUCTIBLE AMOUNT
1. Employee	\$ 750,000	\$ 0
2. On Premises	\$ 750,000	\$ 10,000
3. In Transit	\$ 750,000	\$ 10,000
4. Forgery or Alteration	\$ 750,000	\$ 10,000
5. Extended Forgery	\$ 750,000	\$ 10,000
6. Counterfeit Money	\$ 750,000	\$ 10,000
7. Threats to Person	NOT COVERED	N/A
8. Computer System	\$ 750,000	\$ 10,000
9. Voice Initiated Funds Transfer Instruction	\$ 750,000	\$ 10,000
10. Uncollectible Items of Deposit	\$ 50,000	\$ 5,000
11. Audit Expense	\$ 50,000	\$ 5,000

ITEM 3. THE LIABILITY OF THE COMPANY IS ALSO SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS EXECUTED SIMULTANEOUSLY HEREWITH:
Endorsement 1-5

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

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

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

***Insuring
Clauses***

- Employee* 1. Loss resulting directly from **Larceny** or **Embezzlement** committed by any **Employee**, alone or in collusion with others.
- On Premises* 2. Loss of **Property** resulting directly from robbery, burglary, false pretenses, common law or statutory larceny, misplacement, mysterious unexplainable disappearance, damage, destruction or removal, from the possession, custody or control of the ASSURED, while such **Property** is lodged or deposited at premises located anywhere.
- In Transit* 3. Loss of **Property** resulting directly from common law or statutory larceny, misplacement, mysterious unexplainable disappearance, damage or destruction, while the **Property** is in transit anywhere:
- a. in an armored motor vehicle, including loading and unloading thereof,
 - b. in the custody of a natural person acting as a messenger of the ASSURED, or
 - c. in the custody of a **Transportation Company** and being transported in a conveyance other than an armored motor vehicle provided, however, that covered **Property** transported in such manner is limited to the following:
 - (1) written records,
 - (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)

*Forgery Or
Alteration*

4. Loss resulting directly from:

- a. **Forgery** on, or fraudulent material alteration of, any bills of exchange, checks, drafts, acceptances, certificates of deposits, promissory notes, due bills, money orders, orders upon public treasuries, letters of credit, other written promises, orders or directions to pay sums certain in money, or receipts for the withdrawal of **Property**, or
- b. transferring, paying or delivering any funds or other **Property**, or establishing any credit or giving any value in reliance on any written instructions, advices or applications directed to the ASSURED authorizing or acknowledging the transfer, payment, delivery or receipt of funds or other **Property**, which instructions, advices or applications fraudulently purport to bear the handwritten signature of any customer of the ASSURED, or shareholder or subscriber to shares of an **Investment Company**, or of any financial institution or **Employee** but which instructions, advices or applications either bear a **Forgery** or have been fraudulently materially altered without the knowledge and consent of such customer, shareholder, subscriber, financial institution or **Employee**;

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

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

Extended Forgery

5. Loss resulting directly from the ASSURED having, in good faith, and in the ordinary course of business, for its own account or the account of others in any capacity:

- a. acquired, accepted or received, accepted or received, sold or delivered, or given value, extended credit or assumed liability, in reliance on any original **Securities, documents or other written instruments** which prove to:
 - (1) bear a **Forgery** or a fraudulently material alteration,
 - (2) have been lost or stolen, or
 - (3) be **Counterfeit**, or
- b. guaranteed in writing or witnessed any signatures on any transfer, assignment, bill of sale, power of attorney, guarantee, endorsement or other obligation upon or in connection with any **Securities, documents or other written instruments**. Actual physical possession, and continued actual physical possession if taken as collateral, of such **Securities, documents or other written instruments** by an **Employee, Custodian**, or a Federal or State chartered deposit institution of the ASSURED is a condition precedent to the ASSURED having relied on such items. Release or return of such collateral is an acknowledgment by the ASSURED that it no longer relies on such collateral.

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- Counterfeit Money* 6. Loss resulting directly from the receipt by the ASSURED in good faith of any **Counterfeit** money.
- Threats To Person* 7. Loss resulting directly from surrender of **Property** away from an office of the ASSURED as a result of a threat communicated to the ASSURED to do bodily harm to an **Employee** as defined in Section 1.e. (1), (2) and (5), a **Relative** or invitee of such **Employee**, or a resident of the household of such **Employee**, who is, or allegedly is, being held captive provided, however, that prior to the surrender of such **Property**:
- a. the **Employee** who receives the threat has made a reasonable effort to notify an officer of the ASSURED who is not involved in such threat, and
 - b. the ASSURED has made a reasonable effort to notify the Federal Bureau of Investigation and local law enforcement authorities concerning such threat.
- It is agreed that for purposes of this INSURING CLAUSE, any **Employee** of the ASSURED, as set forth in the preceding paragraph, shall be deemed to be an ASSURED hereunder, but only with respect to the surrender of money, securities and other tangible personal property in which such **Employee** has a legal or equitable interest.
- Computer System* 8. Loss resulting directly from fraudulent:
- a. entries of data into, or
 - b.