



Tax Fee Protection Insurance Policy
Non-Regulated Version

Arranged by:
Qdos Broker & Underwriting Services Limited

Underwritten by:
HCC International Insurance Co PLC



Tax Fee Protection Insurance

Tax Fee Protection Insurance Policy Wording

This insurance policy has been arranged by Qdos Vantage Ltd an Appointed Representative of Qdos Broker & Underwriting Services Limited and underwritten by HCC International Insurance Co PLC

HCC International Insurance Co PLC is registered in England and Wales No. 01575839. Registered office at 1 Aldgate, London, England EC3N 1RE.

Qdos Broker & Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority.

HCC International Insurance Co PLC is authorised and regulated by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

This is a claims made policy. Claims must be received by Qdos during the period of insurance or within the *notification period*.

The Contract setting out the terms for the *period of insurance*, together with any other relevant documentation or information supplied before the commencement of the *period of insurance*, will form the basis of the contract between the *insurer* and the *policyholder*. The Policy Wording, Policy Schedule (including any replacement schedule issued in substitution) and any endorsements will be considered to be one document.

Defined Terms

The terms defined below will have the same meaning wherever they appear in italics throughout this Policy.

Any One Claim

All *claims* arising from or relating to the same original cause, event, circumstance, series of events or series of circumstances.

Appointed Consultant

The *policyholder* or other appropriately qualified person or firm as nominated on the Policy Schedule or as approved by Qdos, who is appointed to represent the *client* in accordance with the terms of this Policy.

Business Record Checks

Checks by HMRC on the adequacy of the statutory business records maintained by Small and Medium-sized Enterprises (businesses with an annual turnover below £30 million who employ less than 250 people).

Claim

A claim made against this Policy by the *policyholder* for *professional fees* following an *insured event*.

Client

A Company, firm, partnership, association, registered charity, individual or any other legal entity that the *policyholder* has declared to Qdos for inclusion under this policy, and any

- directors and their spouse or civil partner; or
- company secretaries and their spouse or civil partner; or
- members and their spouse or civil partner; or
- partners and their spouse or civil partner



Tax Fee Protection Insurance

of the business or organisation declared to *Qdos*, provided that (i) the individual does not carry out any business activities that are separate from the business activities of the business or organisation declared to *Qdos* and (ii) the *policyholder* prepares and/or submits the individual's Tax Returns to *HMRC* or was the *client's appointed representative* (i.e. a signed letter of engagement or 64-8 is held) at the time the enquiry arises.

Excess

The amount specified in the schedule that the *policyholder* must bear in respect of *any one claim* under this policy following *Qdos* giving consent to pay *professional fees*, before the *insurer* shall be liable to provide indemnity.

HMRC

HM Revenue & Customs

Insured Event

The date on which the *client* receives notification from *HMRC* of an enquiry or compliance check.

Insurer

HCC International Insurance Co PLC

Limit of Indemnity

The maximum amount as detailed on the Policy Schedule, payable by the *insurer*.

Notification Period

The 30-day period commencing on the first day following the expiry of the *period of insurance* during which a *claim* can be notified, provided the notification is in respect of an *insured event* that occurred during the *period of insurance*.

Period of Insurance

The period for which the *insurer* has agreed to provide this insurance as shown on the Policy Schedule, subject to any earlier cancellation.

Policyholder

The accountant or other appropriately qualified person or firm named on the Policy Schedule that has paid the appropriate premium and is entitled to claim against this policy.

Professional Fees

Any fees, expenses and other disbursements reasonably and properly incurred with *Qdos'* prior authorisation in respect of work undertaken by the *appointed consultant* on behalf of the *client* in connection with any matter falling within the terms and conditions of this Policy.

Tax Avoidance Scheme

Any tax avoidance mechanism or tax planning arrangement adopted by the *client* where *HMRC* has allocated a Disclosure of Tax Avoidance Scheme (DOTAS) number for inclusion on the *client's* self-assessment tax return, or where such a number would have been issued but for the failure to notify *HMRC* of the arrangement or any tax avoidance mechanism, or any matter relating to marketed or promoted bespoke tax planning arrangements not made for commercial reasons, or any tax planning arrangement which may breach the General Anti-Abuse Rule.

Territorial Limits

Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands.

Qdos

Qdos Vantage Limited an insurance intermediary that has authority to bind cover and manage *claim* settlements on behalf of the *insurer*.



Tax Fee Protection Insurance

Insurers Agreement

The *insurer* will pay for the *appointed consultant's* professional fees for undertaking work on the *client's* behalf in respect of an *insured event* covered by this Policy. This is provided that all terms and conditions of the Policy are met and that the full premium has been paid.

This Policy Will Cover

Professional fees in respect of:

Section 1. H M Revenue & Customs (HMRC) Enquiries and Disputes

- a) An enquiry by *HMRC* into the *client's* corporation tax or income tax self-assessment annual or quarterly returns following the issue of formal notification by *HMRC*.
- b) A PAYE/NIC (including Real Time Information) compliance check or inspection, or status check (including IR35), undertaken by *HMRC* into the *client's* operation of PAYE and any following dispute with *HMRC* regarding the compliance check or inspection.
- c) An enquiry by any *HMRC* counter avoidance team under Code of Practice 8 provided that at the culmination of such enquiry it is proved that the *client* was not found guilty of any fraud, fraudulent intent or serious irregularities.
- d) *Business record checks*, inspections and interventions under *HMRC's* Information & Inspection Powers at Schedule 36 Finance Act 2008.
- e) National minimum wage/ National Living Wage enquiries.
- f) Inheritance tax enquiries where the *policyholder* has completed the return under enquiry.
- g) Child tax credit enquiries where the *policyholder* has completed the return under enquiry.
- h) Student loan enquiries.
- i) Gift aid enquiries.
- j) Construction Industry Scheme disputes.
- k) Probate return enquiries where the *policyholder* has completed the return under enquiry
- l) Stamp Duty and Stamp Duty Land Tax return enquiries where the *policyholder* has completed the return under enquiry.
- m) Companies House Confirmation Statement enquiries where the *policyholder* has completed the Statement under enquiry.
- n) Auto enrolment return enquiries where the *policyholder* has been engaged to complete the appropriate reporting statements and declarations.
- o) Enquiries into Scottish rates of tax and the use thereof.
- p) An informal request for information from *HMRC*, by telephone, which does not relate to routine work and necessitates a written response being given by the *appointed consultant*, provided that *HMRC* subsequently confirms in writing that the *appointed consultant's* response satisfactorily answers the request for information. (The maximum liability of the *insurer* in respect of this clause shall not exceed £250 for each and every *claim* made)

Section 1. a) to o), include *professional fees* incurred in respect of preparation and representation of the *client* for cases to be considered under ADR (Alternative Dispute Resolution) or at a First-tier Tribunal or Upper Tribunal hearing.

Section 2. Value Added Tax (VAT) Disputes

- a) A VAT compliance check or inspection and any following dispute with *HMRC* regarding the compliance check or inspection.
- b) An enquiry held under Section 60 or 61 of the VAT Act 1994 or Sch 24 Finance Act 2007 and SI 2008/568 providing that at the culmination of such investigation it is proved that the *client* was not found guilty of dishonesty, fraud or fraudulent intent.



Tax Fee Protection Insurance

Section 2 includes *professional fees* incurred in respect of preparation and representation of the *client* for cases to be considered under ADR (Alternative Dispute Resolution) or at a First-tier Tribunal or Upper Tribunal hearing.

Section 3. Judicial Review

Cover will be provided for *professional fees* in respect of:

- a) An application for judicial review where there is no statutory right of appeal to a First-tier or Upper Tribunal.
- b) An application for judicial review following an Upper Tribunal hearing.

This Policy Will Not Cover

- A) Any fees or costs:
1. incurred prior to acceptance of a *claim* by Qdos or *professional fees* which are incurred without Qdos' prior written consent.
 2. relating to any work undertaken prior to the *client's* receipt of notification of enquiry by HMRC.
 3. incurred on any matter where the *client* has entered into communications with HMRC without taking advice from the *policyholder* (or an alternative appropriately qualified adviser) to ensure such communications do not prejudice the *client's* position with HMRC.
 4. relating to any *claim* arising from or relating to a circumstance that occurred prior to or existed at the inception of this Policy and which the *policyholder* or *client* ought to have known was likely to give rise to a *claim* under this Policy.
 5. relating to the defence of any criminal prosecution.
 6. relating to any *claim* arising from an enquiry into a *client's* tax return or an amendment to a *client's* tax return or any other statutory return that was not submitted within 90 days following expiry of the statutory time limits, unless HMRC provide written confirmation of their acceptance of the delay.
 7. relating to any *claim* arising from an enquiry into a *client's* tax return where the return is submitted with provisional figures and the enquiry window is subsequently extended by HMRC following notification of the correct figures.
 8. relating to any *claim* arising from an enquiry into a *client's* tax affairs, if in the absence of a tax return HMRC has not been notified of chargeability to tax, within the statutory time limits.
 9. relating to any *claim* arising at a time when the *policyholder* is no longer retained as the *client's* tax return agent.
 10. relating to any enquiry following the correction of a self-assessment return where the error requiring rectification was due to a deliberate act by the *policyholder*, *client* or *appointed consultant* or any other representative or where the *client* refuses HMRC's reasonable request for rectification of the self-assessment return.
 11. relating to work that should be routinely undertaken by the *appointed consultant* at the *client's* expense. This includes but is not limited to:
 - a. the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns;
 - b. audits undertaken on the *client's* books and/or records
 - c. the routine presentation of the *client's* affairs, including the reconciliation of annual accounts with VAT returns;
 - d. the correction or reconstruction of books and records that have not been maintained to an appropriate standard;
 - e. compliance work that can normally be carried out by the *client*, or any other work that should normally have been routinely undertaken at the *client's* expense, for example VAT Partial Exemption calculations.
 12. relating to a compliance check that involves a review of the business or other financial records by HMRC, any costs relating to time spent attending such a record review, unless this has been authorised in advance by Qdos.
 13. relating to any *claim* made, brought or commenced outside the *territorial limits*.



Tax Fee Protection Insurance

14. relating to a *claim* that has not been notified within the *period of insurance* or notified within the *notification period*.
 15. where counsel has been instructed to determine prospects of success, unless counsel has been approved by Qdos.
 16. relating to any *claim* where the *client* has adopted a *tax avoidance scheme*.
 17. relating to the defence of a dispute regarding the employment status of the *client* (relating to IR35) unless the *appointed consultant* has represented the *client* from the outset of the dispute.
 18. relating to any enquiry initiated by HMRC under Code of Practice 9 (COP9) unless the enquiry is subsequently reduced to Code of Practice 8 (COP8) status, in which case cover shall be provided under Section 1.c) from the point at which the enquiry is reduced to COP8 status.
 19. in excess of £250 for obtaining a professional valuation for Capital Gains Tax purposes, where such a valuation is required by HMRC as part of the HMRC's enquiry.
 20. incurred as a result of professional negligence by the *policyholder*, which would normally be covered by a Professional Indemnity Insurance policy.
- B) Any taxes, interest, penalties and fines or any other duties or liabilities

Conditions of Cover - General

1. Provision of Information

The *policyholder* will provide each *client* with a summary of service in terms agreed by Qdos and make the Policy available for inspect upon request by a *client*.

2. Payment of the Premium

Cover will not be provided under the Policy until or unless the full premium has been paid to Qdos.

3. Material Changes During Period of Insurance

The *policyholder* must inform Qdos of any material changes to the nature of the risk insured throughout the duration of the Policy. The *insurer* reserves the right to decline to cover risks significantly different to those disclosed at inception or renewal or require additional premium to be paid in order to cover those risks.

Material changes shall include, but not be limited to:

- i) The *policyholder* wishing to declare an additional *client* to Qdos for inclusion under the Policy.
- ii) The client category for the purposes of premium rating altering for a *client* included under the Policy.

4. Cancellation

This Policy may be cancelled in writing at any time by the *policyholder* by giving immediate written notice to Qdos. Qdos may also cancel this Policy by giving 30 days' written notice to the *policyholder*. In the event of cancellation, the *policyholder* will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days or refund of a proportionate part of the premium corresponding to the un-expired *period of insurance* where the Policy is cancelled after the first 14 days. There will be no refund of premium if the *policyholder* has notified a *claim* during the *period of insurance*.

5. Disputes

Any dispute or difference of any kind between the *policyholder* and Qdos or the *insurer* will be referred to arbitration before a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society, the Bar Council or appropriate professional body within England and Wales. The apportionment of costs shall be determined by the arbitrator and their decision will be final and binding on all parties. Costs of arbitration are not covered by this Policy. Nothing in this clause shall prejudice the *policyholder's* rights to follow the Complaints Procedure.



Tax Fee Protection Insurance

6. Insolvency

If the *policyholder* or a *client* becomes insolvent during the course of any *claim* to which Qdos has consented Qdos shall reserve the right to withdraw consent. The *policyholder* or *client* shall be deemed to be insolvent upon the appointment of an office holder within the meaning given by Section 233(1) or 372(1) of the Insolvency Act 1986.

7. Minimising Claims or Taxation Proceedings

Qdos may restrict the amount claimed if the *policyholder* or *client* have not:

- a) Taken all reasonable steps to minimise the cost and effect of any enquiry or dispute involving HMRC.
- b) Observed the requirement of taxpayers to maintain records and accounts, such as those required under the self-assessment regulations and, in the case of a corporate *client*, maintain records and books of account in accordance with the Companies Act and for VAT, maintain records in accordance with Schedule 11 of the VAT Act 1994 and the Value Added Tax Regulations 1995.
- c) Given the *appointed consultant* and or Qdos full co-operation and information including a full and truthful account of their affairs and all relevant documentary or other evidence.

8. Prepared or Submitted

Where a *client's* most recently submitted tax return was not prepared or submitted by the *appointed consultant* and the return has significant mis-statements or omissions, any *claim* as a result of an enquiry into that return may be restricted by Qdos to an amount that would have been payable had there been no significant mis-statements or omissions.

9. Choice of Law

The law applicable to this Policy shall be English Law and the parties hereby agree to submit to the jurisdiction of the Courts of England, and Wales.

10. Legislation

Any legislation referred to in this Policy includes any subsequent amendments or re-enactments of that legislation and any equivalent legislation which is enforceable within the *territorial limits*.

11. Consumer Insurance Act

Where the *policyholder* is an individual who enters into the contract wholly or mainly for purposes unrelated to the individual's trade, business or profession the *policyholder* is required by the provisions of the Consumer Insurance (Disclose and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to Qdos or their agent(s) is true and correct. The *policyholder* must tell Qdos or their agent(s) of any changes to the answers they have given as soon as possible. Failure to advise a change to such answers may mean that this Policy is invalid and that it does not operate in the event of a claim.

The *policyholder* must contact their insurance broker or agent immediately in the event that there is a change to their circumstances, as follows:

- A change of address;
- Conviction of a criminal offence or receipt of a police caution;
- Have any insurance refused, declined, cancelled or special terms applied by another insurance provider.

12. Fraudulent Claims

If the *policyholder* makes any request for payment under this Policy:

- i) knowing it to be fraudulent or false in any way; or
- ii) in circumstances where the *policyholder* ought reasonably to have known that the *claim* was false or fraudulent in any way; or
- iii) where there is collusion between the parties to this dispute.
- iv) where a false statement is made in support of a *claim*.

The *Insurer*:

- i) will not pay any part of the *claim*;



Tax Fee Protection Insurance

- ii) will recover from the *policyholder* any sums that it has already paid in respect of the *claim*;
- iii) may terminate the policy with effect from the date of the earliest fraudulent act and in that event the *policyholder* will:
 - a) have no cover under the policy from the date of termination;
 - b) not be entitled to any refund of premium

Conditions of Cover - Claims Settlement

1. Condition Precedent to Insurer's Liability

The *policyholder* must observe and comply with the terms, provisions and conditions of this Policy. Any terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the *policyholder* including anything the *policyholder* must procure the *client* to do, shall be conditions precedent to any liability of the *insurer* to make any payment under the Policy.

2. Claims Process

In the event of a *claim*:

Qdos must be notified in writing of any circumstance, actual or alleged act, omission, or other event which may give rise to a *claim* immediately it becomes known or it have ought reasonably become known to the *policyholder* at the address below: -

Claims Department
Qdos Vantage Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Telephone: 0116 274 9123
Email: claims@qdosvantage.com

- a) *Professional fees* must not be incurred without Qdos' prior verbal and/or written consent.
- b) Qdos will provide a claim form, which must be completed immediately by the *policyholder*, and the completed claim form must be returned to Qdos together with any supporting information requested by Qdos.
- c) Qdos may, following notification, authorise fees up to £1,000, prior to receiving a completed claim form, however, payment up to this amount will only be made if the *policyholder's claim* against the Policy is subsequently accepted.
- d) When the claim form and supporting information is received Qdos will advise whether consent is given and, if given, the amount of *professional fees* which have been authorised. The amount authorised must not be exceeded without first obtaining written consent from Qdos. If this amount is exceeded without Qdos' consent any such additional amount will not be covered under this Policy.

Where a *claim* involves the *policyholder's client* being in dispute with HMRC, Qdos will give consent verbally and then confirmed in writing for *professional fees* to be incurred, provided that the dispute has reasonable prospects of success and of achieving reasonable financial benefits.

'Reasonable prospects' means a 51% or greater chance that the *policyholder* will be successful in their *client's* dispute with HMRC.

Determining that there are 'reasonable financial benefits' will involve taking into account: -



Tax Fee Protection Insurance

- a. The *professional fees* which may be incurred in the *claim*;
- b. the additional amount which may be charged by *HMRC* for the tax year pertaining to the enquiry; and
- c. risks inherent in any litigation.

Qdos reserves the right to limit the *professional fees* it will consent to being incurred, so that these fees do not exceed any amount that *HMRC* are seeking which could be paid to *HMRC* to avoid a dispute.

If the *policyholder* proceeds without *Qdos*' consent and is unsuccessful, *professional fees* will not be covered.

If the *policyholder* does proceed without *Qdos*' consent and achieves a successful outcome with reasonable financial benefits, then *Qdos* will indemnify the *policyholder* for all reasonable *professional fees* as if *Qdos*' consent had been given, subject to the terms and conditions of this Policy and notwithstanding 'This Policy Will Not Cover, clause 1.

3. Information and Particulars

Qdos and the *insurer* will be entitled to obtain from the *appointed consultant*, *policyholder* or *client* any information or particulars, whether privileged or not, relating to a *claim*. On request the *client* will give the *appointed consultant* any instructions necessary to secure the required access.

4. Payment of the Appointed Consultant's Fee Notes

Qdos will pay the *appointed consultant's* Fee Notes for *professional fees* up to the *limit of indemnity* only if satisfied that the charges are reasonable and have been properly incurred. Interim Fee Notes will be paid provided the *policyholder* acknowledges that *Qdos* will be entitled to recover such payments if for any reason cover is declined by *Qdos* (for example if it is identified that the *policyholder's* or *client's claim* is fraudulent).

5. Recovery of Costs

The *policyholder* and *client* must exercise their best endeavours to recover *professional fees*. Any such recovery must be used in the first instance to repay the *insurer*.

6. Offers of Settlement

The *policyholder* or *appointed consultant* must inform *Qdos* in writing as soon as an offer to settle a *claim* is received and/or the *policyholder* or *client* proposes to make an offer of settlement.

No indemnity will be provided if the *policyholder* or *client* enters into any agreement to settle without the prior written consent of *Qdos* (such consent will not be unreasonably withheld) and *Qdos* shall be entitled to recover any *professional fees* previously paid.

If the *policyholder* or *client* rejects an offer of settlement of which *Qdos* recommends acceptance or makes an offer to which *Qdos* does not agree no further indemnity shall be provided.

Qdos may elect to pay the *policyholder* or *client* a reasonable sum not exceeding the realistic estimated value of any *claim* instead of paying any *professional fees*. Such a decision will be entirely at *Qdos*' discretion and will be in full and final settlement of the *policyholder's claim*.

7. Maximum Hourly Charge Out Rates

The *appointed consultant's* hourly charge out rates shall be limited to the respective amounts specified in the Policy Schedule.

8. Value Added Tax

VAT is not to be charged on Fee Notes raised to *Qdos* as monies received are compensation recoverable under an insurance policy and thus fall outside the scope of VAT.



Tax Fee Protection Insurance

9. International Sanctions

The *Insurer* will not provide cover, be liable to pay any *claim* or provide any benefit if to do so would expose the *Insurer* (or any parent company, direct or indirect holding company of the *Insurer*) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the *Insurer*), arising out of any trade and economic sanctions laws or regulations which are applicable to it.

Complaints

In the event that the *policyholder* is dissatisfied with any aspect of this Policy or the service provided by Qdos, please write to:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Telephone: 01455 852050
Email: feedback@qdosunderwriting.com

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk>

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

The European Commission Online Dispute Resolution Platform (ODR)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>. This platform will direct insurance complaints to the Financial Ombudsman Service. However, you may contact the FOS directly if you prefer, using the details as shown above.

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.



Tax Fee Protection Insurance

Compensation Scheme

HCC International Insurance Co PLC. is covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by contacting them 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by telephone on 0800 678 1100.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.