

# Professional Expenses Insurance Policy

## Insurance Product Information Document

**This insurance is underwritten by Markel International Insurance Company Limited.**

20 Fenchurch Street, London EC3M 3AZ

Registered at the above address. Registered in England number 966670. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This document is a summary of the insurance cover and restrictions and not personalised to your individual needs. Please refer to the policy document for full details of your cover and terms and conditions.

### What is this type of insurance?

This is a claims made Insurance which covers only claims made in writing during the period of insurance. The Policy will reimburse the Professional Expenses incurred in dealing with an enquiry from HMRC into your taxation affairs.



#### What is insured?

- ✓ A HMRC full or aspect enquiry into a Corporation Tax Return.
- ✓ A HMRC full or aspect enquiry into a Partnership Tax Return.
- ✓ A HMRC full or aspect enquiry into a Sole Trader Tax Return.
- ✓ A HMRC full or aspect enquiry into a Personal Tax Return.
- ✓ A HMRC enquiry into a claim for Research & Development Tax Relief.
- ✓ A HMRC enquiry into a Trust Tax Return.
- ✓ An inspection undertaken by HMRC to ensure compliance with VAT regulations.
- ✓ An Employer Compliance visit carried out by HMRC to ensure compliance with PAYE regulations.
- ✓ An inspection undertaken by HMRC to ensure compliance with the National Minimum Wage Act.
- ✓ A VAT Dispute arising from an inspection or on receipt of a written notice or assessment from HMRC.
- ✓ A PAYE Dispute following an Employer compliance visit.
- ✓ An IR35 Dispute where HMRC challenge the status of a contract for services and seek to invoke the IR35 legislation.
- ✓ An inspection of business records and/or business premises.
- ✓ An enquiry into Capital Gains Tax including the 60 day CGT Return.
- ✓ An enquiry into Inheritance Tax (£5,000 limit of indemnity).
- ✓ An enquiry conducted by HMRC under their Code of Practice 8 procedures (Fraud and Avoidance) (£5,000 limit of indemnity).
- ✓ An audit carried out by HMRC into claims made under the Gift Aid Scheme by Charities and/or Community Amateur Sports Clubs.
- ✓ An enquiry into Land or Property transactions Returns in respect of Stamp Duty Land Tax, Land and Buildings Transactional Tax or Land Transactional Tax (£5,000 limit of indemnity).
- ✓ Receipt of a written notification from HMRC of their intention to amend a Self-Assessment Return, to correct an error, without undertaking an enquiry.
- ✓ A check of Coronavirus Job Retention Scheme (CJRS) claims
- ✓ A check of Self-Employed Income Support Scheme (SEISS) claims.



#### What is not covered?

- ✗ Where there is no reasonable prospect of challenging HMRC in VAT, PAYE & IR35 disputes (Claims Condition 3).
- ✗ Enquiries and Disputes occurring prior to or existing at the time the insurance is taken out which is likely to give rise to a claim (Excl. 2).
- ✗ HMRC Specialist Investigations, Civil Investigations of Fraud, Criminal Investigations Sections, Fraud Investigation Service, Counter Avoidance Sections and Code of Practice 9 cases (Excl. 4).
- ✗ Enquiries into Import and/or Export Duties or a Customs & International Trade Check conducted by HMRC. (Excl. 5)
- ✗ Claims arising where Corporation/Income Tax Annual Returns and VAT Returns are submitted more than 90 days outside of the statutory time limits (Excl. 6).
- ✗ Claims in respect of Stamp Duty Land Tax, Land and Buildings Transactional Tax or Land Transactional Tax where the Land or Property Transaction Return was submitted after the statutory filing date (Excl. 6).
- ✗ Claims in respect of the 60 day Capital Gains Tax Return where the Return was submitted after the statutory filing date. (Excl. 6).
- ✗ Claims arising where there has been a failure to notify/register for tax (Excl. 6).
- ✗ Enquiries and Disputes following a voluntary disclosure of irregularities made to HMRC (Excl. 9).
- ✗ Fees incurred prior to the written acceptance of a claim (Claims condition 3).
- ✗ Taxes, fines, interest or any other duties or penalties payable to HMRC (Excl. 11).
- ✗ Compliance costs associated with the routine submission of Returns and third party valuations (Excl. 10).
- ✗ Enquiries into tax planning arrangements where HMRC have allocated a Disclosure of Tax Avoidance Scheme (DoTAS) Number and/or bespoke tax planning arrangements outside of the normal trade (Excl. 7).
- ✗ A dispute relating to the payment of National Minimum Wage (Excl. 12).
- ✗ Professional expenses incurred in reviewing and/or collating business records in advance of a PAYE/VAT inspection. (Excl. 10).



## Are there any restrictions on cover?

- ! A claim must be made during the period of cover.
- ! The Policy will indemnify the professional fees of a Markel Tax Investigation Specialist who will be appointed to deal with the HMRC enquiry. Alternative representation must be agreed and authorised in advance of any fees being incurred.
- ! This policy is subject to a limit of indemnity of £125,000.
- ! A lower limit of indemnity of £5,000 applies for claims respect of Inheritance Tax, Stamp Duty Land Tax, Land and Buildings Transactional Tax, Land Transactional Tax and Code of Practice 8 enquiries.
- ! Where you become bankrupt, insolvent or enter into a voluntary liquidation prior written agreement must be given for cover to remain in place.



## Where am I covered?

- ✓ Enquiries and Disputes undertaken in the UK by HMRC into tax returns processed through the UK tax system.



## What are my obligations?

- You must check that the information provided prior to taking out the insurance is accurate and any inaccuracies are notified as soon as is practicable
- You must co-operate fully with the appointed representative during the course of the HMRC enquiry.
- You must take all reasonable steps to minimise the cost of a claim.



## When and how to pay?

- The premium must be paid prior to inception of the Policy.



## When does the cover start and end?

- The start and end date will be specified in the Cover confirmation and will be for a maximum of 12 months.



## How do I cancel the contract?

- You have a 14 day cooling off period to cancel this insurance with no charge.
- After this time, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis.
- Full details can be found in the Policy wording.

**Markel Tax**  
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[uk.markel.com/tax](http://uk.markel.com/tax)

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