

# INSURANCE BROKING AND ASSESSMENT SERVICES CONDITIONS



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# 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following words and expressions have the following meanings unless inconsistent with the context:

"Additional Charges"	the costs of Additional Services, any expenses, any taxes, duties or other charges levied by any Governmental or authority in respect of or by reason of the licensing of the Services and any other additional charges payable by the Customer in addition to the Price including but not limited to in relation to the ASU Fee;
"Additional Services"	any services to be provided by Qdos to the Customer pursuant to the Contract which are in addition to the Services including but not limited to the Assessment Upgrades, as agreed to be provided by Qdos in writing;
"Applicable Laws"	all applicable laws, statutes, regulations and codes from time to time in force;
"Assessment Services"	the range of consultancy services that Qdos provide as set out at Schedule 1 to these Conditions;
"AS Fee"	means the fee due in relation to any agreed Assessment Services as set out at Schedule 1 to these Conditions;
"Assessment Upgrades"	means the upgrades available in relation to the Assessment Services (to include but not limited to the provision of the Assessment Services in reduced timescales) as set out in Schedule 1 to these Conditions;
"ASU Fee"	means the fee due in relation to any agreed Assessment Upgrades as set out at Schedule 1 to these Conditions;
"Complaint Handling Procedure"	means Qdos' complaints handling procedure available from Qdos on request by way of the Site or by telephone;
"Conditions"	these terms and conditions amended from time to time in accordance with Condition 25;
"Confidential Information"	without limitation, business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff information and data relating to the Supplying Party or its interests disclosed including any Intellectual Property Rights to the Receiving Party whether before, during or after the term of the Contract, whether in written, oral, pictorial or any other form, and all information, data, know-how, trade secrets, formulae, processes, designs, photographs, drawings, specifications, software programs, samples or other material attributable to or deriving its existence from the provision of, and use of, the Services. "Supplying Party" and "Receiving Party" shall have the meanings ascribed in Condition 13;
"Contract"	the engagement of Qdos by the Customer to provide the Services for the Term in accordance with these Conditions and as more particularly defined in the Order Confirmation;
"Costs"	all costs, (including but not limited to any legal fees (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Qdos (either directly or by a third party) including disbursements, VAT and other expenses;
"Customer"	the person, company or body which has accepted these Conditions as set out in the Order Confirmation;
"Effective Date"	means as defined in Condition 2.4;
"Data Protection Legislation"	shall mean (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;
"Financial Conduct Authority"	the regulator of the financial services industry in the United Kingdom established by the Financial Services Act 2012 and such successor organisations in place from time to time;

“Insurance Policy”	means one or more of the types of policy set out in Schedule 2 to these Conditions;
“Insurance Services”	means the sourcing, providing and/or arranging of any Insurance Policy, support with queries relating to an Insurance Policy and assistance with performance, handling claims for those Insurance Policies highlighted in Schedule 2 and such other assistance as set out in Condition 3 or agreed to be provided by Qdos from time to time;
“Insurer”	means the provider of an Insurance Policy accepted by the Customer in accordance with Condition 3.9 and as set out in Schedule 2 to these Conditions;
“Intellectual Property Rights”	all patents, industrial designs, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and “Intellectual Property Right” means any one of the Intellectual Property Rights;
“IS Fee”	means the fee due from the Customer in return for the provision of the Insurance Services where the Customer wishes to pay the Premium monthly by direct debit. The “IS Fee” is currently £23.00 for each Contract on an annual basis as confirmed in the Order Confirmation;
“Material Circumstance”	means, but shall not be limited to, special unusual circumstances relating to a risk, particular concerns which lead the Customer to seek an Insurance Policy to cover such risk, or any other matter which those concerned with the type of Insurance Policy or field of related activity would generally understand as being something to be dealt with in a fair presentation of risks relating to the applicable type of Insurance Policy;
“Order Confirmation”	the specific details of the Services set out in writing prior to entering into the Contract as provided by email to the Customer by Qdos;
“Premium”	means the amount due as a premium for any Insurance Policy payable to Qdos as Insurer’s agent including any associated fees, taxes and charges but excluding the Price;
“Price”	means the IS Fee and/or the AS Fee and, where applicable, any Additional Charges;
“Privacy Policy”	means Qdos’ privacy policy as set out on the Site at <a href="https://www.qdoscontractor.com/privacy-policy">https://www.qdoscontractor.com/privacy-policy</a> ;
“Proposal”	means any proposal, estimate or quotation provided to a Customer in relation to the provision of any Services;
“Prospective Insurer”	a supplier of insurance policies or products;
“Qdos”	Qdos Broker and Underwriting Services Limited a company incorporated in England and Wales with company number 06012716 whose registered office is at Unit D, Troon Way Business Centre, Leicester, LE4 9HA as authorised by the Financial Conduct Authority with registration number 460886;
“Services”	means the Insurance Services, the Assessment Services and any Additional Services;
“Site”	<a href="http://www.qdoscontractor.com">www.qdoscontractor.com</a> ;
“Term”	means as set out in the Order Confirmation;
“Unpaid Amount”	any sum due to Qdos under the Contract which has not been paid by the Customer to Qdos by the relevant due date for payment;
“Working Day”	any day from Monday to Friday other than a statutory holiday or public holiday in England; and

## 2. COMMENCEMENT AND TERM

- 2.1 These Conditions shall apply to the provision of Services by Qdos to the Customer and these Conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or submitted by the Customer.
- 2.2 Each request for a Contract for the Services shall be submitted by the Customer by way of the Site or by telephone and each request shall be deemed to be an offer by the Customer to procure the relevant Services from Qdos subject to these Conditions.
- 2.3 These Conditions shall become binding on the Customer when:
- (a) Qdos accepts in writing by way of the Order Confirmation the request for a Contract for Services placed by the Customer in accordance with Condition 2.3 above and confirms the scope of the Services; and
  - (b) the Customer makes payment to Qdos of the Premium and the Price in cleared funds; at which point the Contract shall come into existence between Qdos and the Customer ("Effective Date").
- 2.4 The Customer shall be under a duty to bring any discrepancies to Qdos' notice within 5 Working Days of receipt of the Order Confirmation and if the Customer fails to bring any such discrepancies to Qdos' notice within such time period, the Customer shall be bound by the details contained, mentioned or referred to in the Order Confirmation, subject at all times to the cancellation rights set out at Condition 3.11.
- 2.5 Qdos' employees or agents are not authorised to make any representations concerning the Contract or the Services unless confirmed by Qdos in writing. In entering into the Contract, the Customer acknowledges that it does not rely on any such representations which are not so confirmed so that nothing in this Condition 2.6 excludes Qdos' liability for fraudulent misrepresentation.
- 2.6 Qdos shall not be obliged to grant a Contract to the Customer and reserves the right to refuse to accept a request for a Contract from the Customer at its sole discretion.
- 2.7 Any typographical, clerical or other omission whether on the Site, in any sales literature, quotation, price list, acceptance offer, invoice or other document or information issued by Qdos shall be subject to correction without any liability on Qdos' part.
- 2.8 The images and descriptions of the Services on the Site are for illustrative purposes only. Although Qdos has made every effort to ensure their accuracy, Qdos cannot guarantee that they accurately reflect the appearance or functioning of the Services on every computer. The operation of the Services may differ from that shown.

## 3. INSURANCE SERVICES

- 3.1 In consideration for payment of the Price (where applicable) and Premium, Qdos hereby agree to provide the Insurance Services to the Customer.
- 3.2 For the avoidance of doubt, any Insurance Policy agreed to be provided as part of the Insurance Services shall be governed by the terms of that Insurance Policy and the Customer acknowledges and agrees that its relationship is directly with the Insurer.
- 3.3 Qdos is regulated by the Financial Conduct Authority to enable it to introduce, advise, arrange, deal as an agent and assist in the administration and performance of general insurance contracts as an intermediary.
- 3.4 Any communications between Qdos and the Customer arising out of or in connection with the Insurance Services (and more particularly any Insurance Policy agreed to be provided) shall be by way of email and/or telephone, and all documentation relating to any such Insurance Policy shall be provided in an electronic format, unless otherwise requested by the Customer.
- 3.5 Notwithstanding the provisions of Conditions 3.1 and 3.3 above, whilst Qdos, as part of the Insurance Services, will source and arrange Insurance Policies on the Customer's behalf and in order to do so may pose questions to the Customer to help refine the selection, it will not make any recommendations in relation to choice of Insurance Policy or provide any advice in that regard and as such the Customer is responsible for undertaking its own review of any Insurance Policy to ensure it meets the Customer's requirements and that the scope of cover is understood.
- 3.6 On occasion Qdos may need to engage third party suppliers as intermediaries in order to provide the Insurance Services, however Qdos will provide written notice to the Customer in advance of doing so with sufficient detail to ensure that the Customer is suitably informed.
- 3.7 In order to enable Qdos to provide the Insurance Services, the Customer acknowledges and agrees

that it must co-operate with Qdos and supply such information in such a form as reasonably requested by Qdos and as more particularly defined in Condition 9.1 and any Order Confirmation or Proposal.

- 3.8 A failure to provide the information required in accordance with Condition 3.7 above may lead to cancellation of an Insurance Policy or a refusal by an Insurer to provide cover. Where the failure to provide information, or the provision of incorrect or misleading information is deemed to be:
- (a) deliberate or reckless then in addition to any other rights or remedies it or Qdos may have, the Insurer may void the relevant Insurance Policy and withhold the Premium or part of Premium paid by the Customer;
  - (b) not deliberate or reckless, then in addition to any other rights or remedies it or Qdos may have, the Insurer may void the Insurance Policy, proportionately reduce any claim settlement or amend the terms governing the Insurance Policy and review the merits of any claim made on the basis of the revised terms.
- 3.9 On agreement of an Insurance Policy, the Customer will enter into applicable terms with the Insurer and will receive confirmation of the Premium to be paid. The Premium is payable to Qdos, acting as the Insurer's agent, in accordance with Condition 7.
- 3.10 Where the Customer chooses to pay the Premium:
- (a) annually – Insurance Policies will automatically expire at the end of their applicable 12 month term. The Customer may contact Qdos 30 days before the expiry date of an Insurance Policy to renew but in any event Qdos will contact the Customer in advance of expiry to discuss renewal options;
  - (b) monthly – Insurance Policies will automatically renew at the end of their applicable 12 month term. Qdos will send confirmation of renewal 30 days before the expiry date. The Customer may opt out of the automatic renewal at any time during the policy term by contacting Qdos.
- 3.11 Should the Customer wish to cancel an Insurance Policy it may do so:
- (a) within the 14 day cooling off period specified in the Insurance Policy; or
  - (b) at any point after the 14 day cooling off period, in accordance with Condition 15.
- 3.12 Where a Customer wishes to bring a claim under an Insurance Policy, the terms of that Insurance Policy will apply and dictate the process to be followed. For the avoidance of doubt Qdos is wholly owned by HCC International Insurance Company plc, which for the purposes of these Conditions, and notwithstanding the content of this Condition 3.12, will not be deemed to be a conflict of interest and by agreeing to these Conditions the Customer hereby acknowledges and agrees to Qdos providing the Insurance Services on this basis.
- 3.13 In the event that Qdos identifies a potential conflict of interest in relation to the Insurance Services and any of its associated companies, clients, Insurers or Prospective Insurers, Qdos will notify the Customer in writing as soon as it becomes aware providing the Customer with details of the steps Qdos will take to ensure fair treatment and will cease work on providing the Insurance Services unless or until the Customer has provided Qdos with its written consent.

## **4. ASSESSMENT SERVICES**

- 4.1 In consideration for payment of the Price and/or the Premium, as applicable, Qdos hereby agree to provide the Assessment Services to the Customer.
- 4.2 Where, as part of the Services, Qdos are providing Insurance Services in relation to those Insurance Policies expressly highlighted in Schedule 2, Qdos will provide to the Customer one IR35 Contract Assessment at no cost.
- 4.3 Where Qdos are not providing Insurance Services and or where Condition 4.2 above does not apply, the Customer shall pay the AS Fee and any agreed Additional Charges for the Assessment Services.
- 4.4 Where the Customer requires Qdos to undertake further Assessment Services in addition to any review provided at no cost in accordance with Condition 4.2 above or Assessment Upgrades, Qdos shall be entitled to recover the ASU Fee, as applicable, as Additional Charges.
- 4.5 The Assessment Services will be provided within 5 Working Days of the receipt of the Price, as applicable, receipt of the relevant documentation from the Customer and the Effective Date, whichever is the later to occur.
- 4.6 Where the Customer requires Assessment Upgrades, such Assessment Upgrades will be provided in accordance with the timescales set out in Schedule 1 to these Conditions, subject to the receipt of the Price and ASU Fee, receipt of the relevant documentation from the Customer and the Effective Date, whichever is the later to occur.
- 4.7 In the event that the Customer cancels any Insurance Policy provided as part of the Services and where Qdos have undertaken the no cost Assessment Services in accordance with Condition 4.2 above, Qdos shall be entitled to withhold from any refund, where payment of the Price, Premium and/or any Additional Charges has been made, or invoice the Customer where no payment has been

made or for any shortfall where the Price is not sufficient to cover, the AS Fee.

## 5. PRICE

- 5.1 The Price is as set out in the Order Confirmation.
- 5.2 Qdos reserves the right to charge the Customer, as an Additional Charge, for any Additional Services undertaken over and above those set out in the Order Confirmation and for any Additional Services required as a result of any instructions supplied by the Customer being incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form.
- 5.3 Qdos shall be entitled to increase the Price by giving written notice to the Customer to take into account any increase in the cost of providing the Services where such costs are outside of Qdos' reasonable control.
- 5.4 Unless otherwise stated in writing, the Price is exclusive of VAT or any other sales tax which will be charged in addition to the Price at the rate in force at the time of delivery of the Services.

## 6. COMMISSION

- 6.1 It is hereby acknowledged and agreed that Qdos may receive payment from Insurers in relation to an Insurance Policy accepted by the Customer in accordance with Condition 3.9. This payment shall be in the form of a commission, which shall be calculated as a percentage of the premium charged by the Insurer.
- 6.2 Qdos shall notify the Customer in advance of concluding any Insurance Policy or any renewal, of the Customer's right to be informed of the level of commission Qdos will receive in relation to such Insurance Policy.
- 6.3 Notwithstanding the provisions of Condition 6.2 above, the Customer shall be entitled to request confirmation at any time from Qdos as to the amount of commission Qdos has received in relation to any Insurance Policy.

## 7. PAYMENT TERMS

- 7.1 The payment terms in these Conditions apply save to the extent that they are inconsistent with any specific payment terms otherwise agreed in writing between the parties and as set out in the Order Confirmation.
- 7.2 In relation to the Insurance Services, Qdos shall be entitled to raise an invoice for the Premium and the Price either:
- (a) annually in advance; or
  - (b) monthly in advance, as set out in the Order Confirmation.
- 7.3 Where, in relation to the Insurance Services, the Customer chooses to pay for the Premium and the Price:
- (a) annually in advance, payment shall be made in full and in cleared funds in advance of the commencement of any Insurance Policy or delivery of any Services; or
  - (b) monthly, the Customer shall enter into a direct debit agreement with Qdos in advance of the commencement of any Insurance Policy or delivery of any Services and shall pay the first instalment of the Premium and the IS Fee in advance, on the Effective Date.
- 7.4 For the avoidance of doubt, where an Insurance Policy is automatically renewed in accordance with Condition 3.10(b) above and where the Premium is paid monthly in accordance with Condition 7.3, at the point of renewal the IS Fee will become due.
- 7.5 For the avoidance of doubt, Qdos act as each Insurer's agent in relation to the collection of Premiums and such Premium payments are deemed to be held by the relevant Insurer once paid.
- 7.6 In relation to the Assessment Services and any Additional Services, the Customer shall pay Qdos for the AS Fee and any Additional Charges in advance of Qdos undertaking the relevant Services by way of those payment methods set out on the Site.
- 7.7 The time of payment of the Premium, the Price and any Additional Charges shall be of the essence of the Contract.
- 7.8 Unless otherwise agreed in writing any payment received by Qdos from a Customer must be paid in pounds sterling. Payment made in any other currency or by any other method will not be deemed to be payment for the Contract, and the Customer will be liable for any Costs this may incur.
- 7.9 If the Customer fails to pay any element of the Premium, the Price or any Additional Charges by the dates set out above, or in any other way breaches the terms of this Contract without prejudice to any other right or remedy Qdos may have:
- (a) in relation to an Insurance Policy, it may not commence or may be cancelled in accordance

- with Condition 16.4;
- (b) in relation to the Assessment Services and any Additional Services, Qdos shall not be obliged to provide such Services and may cancel the Contract in accordance with Condition 16, other than, where applicable, the Insurance Services, where the Premium has been paid, in which case the Insurance Services shall continue but Qdos shall not be obliged to provide the Assessment Services or any Additional Services;
  - (c) interest shall accrue on a daily basis on the unpaid amount, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment;
  - (d) the Customer shall indemnify Qdos for all Costs that are reasonably incurred by Qdos (either directly or indirectly or by a third party) in seeking or securing payment of any Unpaid Amount or otherwise pursuing any claim for damages for breach of the provisions of this Condition. This indemnity shall apply whether or not the Customer has been negligent or at fault. For the avoidance of doubt, the limitations set out in Condition 11, do not apply to the indemnity in this Condition 7.9(d); and
  - (e) by notice to the Customer, unilaterally vary payment terms for any future Contract.
- 7.10 Unless otherwise agreed in writing by Qdos, all queries from the Customer regarding the Premium, the Price or Additional Charges must be received prior to the date on which payment falls due.

## **8. RISK AND TITLE**

- 8.1 The Services are licenced to the Customer, not sold, and no title to any Services shall pass to the Customer under any circumstances unless expressly stated to the contrary in either of the Order Confirmation.

## **9. CUSTOMER OBLIGATIONS**

- 9.1 The Customer warrants that it will:
- (a) carry out any and all actions reasonably required by Qdos for the purpose of providing the Services and any Additional Services within a reasonable period of time;
  - (b) make a fair presentation of the risk to the Insurer of the risks being insured or sought to be insured by an Insurance Policy. For the purposes of this Condition 9.1(b) a "fair presentation" is one which discloses all Material Circumstances relevant to the risk being insured following reasonable investigation by the Customer to identify and verify such information including but not limited to information which the Customer and, where applicable, senior management and persons responsible for arranging the Customer's insurance or other relevant third parties know or ought to have known and should include all information that would influence the judgement of the Insurer as to whether to offer an Insurance Policy, the terms of the Insurance Policy provided or that would put the Insurer on notice that it needs to make further enquiries;
  - (c) present any information requested or required by Qdos, an Insurer or Potential Insurer, in such a way as to be sufficiently clear and assessable to a prudent provider of insurance;
  - (d) discuss with Qdos where it is unsure whether to disclose any information;
  - (e) demonstrate that it has taken into account the size and complexity of its business and allowed itself sufficient time before any renewal date to consider and or assess its ongoing insurance requirements;
  - (f) provide complete and accurate information to Qdos in response to any queries relating to the insurance risks faced by the Customer before taking out an Insurance Policy, at renewal of an Insurance Policy and throughout the life of any such Insurance Policy;
  - (g) provide complete and accurate information to Qdos in response to any assumptions the Customer may agree to in the process of applying for an Insurance Policy;
  - (h) check all details within any Proposal relating to an Insurance Policy and pay particular attention to any declaration concerning an Insurance Policy that the Customer may be required to sign;
  - (i) read thoroughly all documentation provided in relation to an Insurance Policy to ensure that it is aware of the cover, limits and other terms which apply to such Insurance Policy with particular regard to any warranties and conditions as a failure to comply with them could invalidate such Insurance Policy and or mean claims will not be paid;
  - (j) inform Qdos immediately of any changes in circumstances which may affect the provision of the Services and in particular the Insurance Services and or cover under any Insurance Policy.



- 9.2 If Qdos' performance of the Services, Additional Services or its obligations under the Contract are prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, Qdos shall not be liable for any costs, expenses, losses or charges sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 9.3 Notwithstanding the provisions of Condition 9.2, Qdos may charge the Customer as an Additional Charge for any additional reasonable costs and expenses incurred by Qdos caused by the Customer's instructions, failure to provide instructions in response to a request for additional information, or failure to comply with Condition 9.1.
- 9.4 The Customer shall not, without the prior written consent of Qdos, at any time during the Term of the Contract or for 6 months following expiry of the Contract, solicit or entice away from Qdos or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Qdos in the provision of the Services.
- 9.5 Any consent given by Qdos in accordance with Condition 9.4 shall be subject to the Customer paying to Qdos a sum equivalent to 20% of the then current annual remuneration of Qdos' employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee or sub-contractor.

## 10. COMPLAINTS AND COMPENSATION

- 10.1 In the event that the Customer is, at any time, unhappy with the provision of the Services it shall contact Qdos either via the Site, by way of telephone or email (as such contact details are set out on the Site) and any process set out in the Order Confirmation.
- 10.2 On receipt of a notification in accordance with Condition 10.1 Qdos shall follow the process set out in its relevant Complaint Handling Procedure.
- 10.3 On completion of the relevant Complaint Handling Procedure, where the Customer is still not satisfied it may be entitled to refer the matter:
- (a) where the complaint relates to the provision of Insurance Services
  - (i) to the Financial Ombudsman Service, subject to the restraints dictated by such service as set out at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk); or
  - (b) for all other matters, for resolution in accordance with Condition 28.
- 10.4 Qdos are covered by the Financial Services Compensation Scheme ("Scheme") in relation to certain Insurance Services. The Customer may be entitled to compensation under the Scheme in certain events where Qdos fail to meet its obligations, as more particularly set out at [www.fscs.org.uk](http://www.fscs.org.uk). Where the Customer is eligible to claim under the Scheme, compensation is available as follows:
- (a) 90% of the relevant claim without limitation; or
  - (b) 100% of the claim without any upper limit for;
  - (i) compulsory classes of Insurance Policy (such as third party motor or employers liability); and
  - (ii) 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the Customer owing to injury, sickness or infirmity, all where Qdos has failed to pay money to an Insurer, pay away money it has received from an Insurer, or has failed to take steps to allow the Insurer to effect the Insurance Policy.

## 11. WARRANTIES AND LIABILITY

- 11.1 Subject to the Conditions set out below and the application of Condition 10 above, Qdos warrants that the Services and Additional Services will be performed by Qdos with reasonable care and skill subject to the Customer complying with the obligations set out in Condition 9.1.
- 11.2 Subject as expressly provided in these Conditions, and particularly as set out in Condition 10 above, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, Qdos makes no warranty as to the fitness of the Services for any particular purpose even if that purpose is stated in the Order Confirmation. This exclusion includes recommendations or advice from Qdos to the Customer relating to a specific enquiry concerning the Services and under no circumstances will Qdos be liable or guarantee an Insurer's solvency or financial standing. The Customer must satisfy itself as to the fitness for the purpose for which the Services are intended.
- 11.3 The Customer shall indemnify and hold Qdos harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Qdos as a result of or in connection with any claim made against Qdos in respect of any liability, loss, damage, injury, cost or expense sustained by Qdos, or Qdos' employees or agents or by any third party to the extent that such liability, loss,



damage, injury, cost or expense was caused by, relates to or arises from the use of the Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this Contract by the Customer.

- 11.4 Qdos shall not be liable for a breach of any of the warranty in Condition 11.1 unless:
- (a) the Customer gives written notice to Qdos of the breach as soon as reasonably practicable but in no more than 3 Working Days of becoming aware of it; and
  - (b) Qdos is given a reasonable opportunity after receiving the notice of the defect and the Customer complies with any request from Qdos to enable any examination of the Services and remedy any such defect.
- 11.5 Qdos shall not be liable for breach of warranty under Condition 11.1 if:
- (a) the Customer makes any further use of such Services after giving notice under Condition 11.4; or
  - (b) the defect arises because the Customer has failed to follow Qdos' instructions (whether oral or in writing) as to the proper use of the Services or (if there are none) good trade practice; or
  - (c) the Customer alters the Services or otherwise interferes with them without the written consent of Qdos.
- 11.6 Where any valid claim in respect of the Services is made by the Customer for breach of warranty under Condition 11.1, Qdos shall be entitled at its option to:
- (a) correct the Services (or the part of the Services in question) found not to conform to warranty at Qdos' cost;
  - (b) re-perform the relevant part of any Services found not to conform to warranty at Qdos' cost; or
  - (c) at Qdos' sole discretion, refund to the Customer the Price (or a proportionate part of the Price) of the relevant part of the Contract found not to conform to warranty, and subject to Conditions 10.3 and 11.8 Qdos shall have no further liability to the Customer.
- 11.7 Subject to Conditions 10.3 and 11.8, each party's liability to the other in connection with the Contract shall be as follows:
- (a) in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings, loss or corruption of data or loss of use, liability shall be nil;
  - (b) for any type of consequential, special or indirect loss or damage, liability shall be nil; and
  - (c) in respect of all direct loss (whether in contract, tort or otherwise) the total liability of each party under the Contract shall not exceed the total amount of the Price and any Additional Charges paid by the Customer to Qdos in the 12 month period in which the liability has arisen, in aggregate other than where such liability is expressly covered by the defaulting party's insurance in which case the limits set out therein shall apply.
- 11.8 Nothing in these Conditions seeks to limit Qdos' liability for personal injury or death caused by Qdos' negligence or for any breach of Qdos' regulatory obligations as determined by the Financial Conduct Authority in accordance with applicable laws, in respect of which Qdos' liability shall be unlimited.
- 11.9 For the avoidance of doubt, it is hereby agreed and acknowledged that the Customer's entitlement to bring a claim under this Condition 11 and the Contract shall not extend to any claim against any of Qdos' principals, directors or employees on a personal basis.
- 11.10 Any claim by the Customer under this Condition 11 in respect of the Contract shall not entitle the Customer to withhold or delay payment in respect of any other contract in respect of which no such claim has been made whether or not those licences form part of the same consignment.

## 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 The Customer acknowledges that Qdos is the owner or the licensee of all Intellectual Property Rights in the Services. Under no circumstances shall any of the Intellectual Property Rights transfer to the Customer.
- 12.2 Qdos grants to the Customer a non-exclusive licence (without the right to sub-licence) to use any Intellectual Property Rights in the Services for the purpose of making reasonable use of the Services.
- 12.3 The Customer shall indemnify and hold Qdos harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by, Qdos as a result of or in connection with any alleged or actual infringement, whether or not under English Law, of any third party's Intellectual Property Rights or other rights arising out of:
- (a) Qdos' use of any materials provided by the Customer; or
  - (b) the Customer's use of the Services other than in accordance with Qdos' instructions.
- 12.4 Qdos shall indemnify and hold the Customer harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar

losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by, the Customer as a result of or in connection with any alleged or actual infringement, whether or not under English Law, of any third party's Intellectual Property Rights or other rights arising out of the Customer's use of the Services other than where such use is other than in accordance with Qdos' instructions or directions.

- 12.5 In the defence or settlement of a claim brought by a third party alleging an infringement of its Intellectual Property Rights, Qdos may at its sole discretion obtain for the Customer the right to continue using the Services, replace or modify the Services so that they are non-infringing or, if such remedies are not reasonably available, terminate the Contract without liability to the Customer. Qdos shall have no liability to the Customer in the event that the claim relates to an infringement which is based on:
- (a) a modification of the Services by anyone other than Qdos;
  - (b) the Customer's use of the Services is in a manner contrary to any instructions provided by Qdos; or
  - (c) the Customer's use of the Services after Qdos has notified the Customer of any alleged or actual infringement.

## 13. PROTECTION OF CONFIDENTIAL INFORMATION

- 13.1 Each party ('Receiving Party') shall keep the Confidential Information of the other party ('Supplying Party') confidential and secret, the Receiving Party shall only use the Confidential Information of the Supplying Party as necessary in relation to the performance or receipt of the Services or the creation or modification of Services as agreed by the parties (in the case of Qdos) or as necessary for the purpose of making reasonable use of the Services (in the case of the Customer) and for performing the Receiving Party's obligations under the Contract. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this Condition 13, and ensure that they meet such obligations.
- 13.2 The obligations of Condition 13.1 shall not apply to any information which:
- (a) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
  - (b) is, or becomes, publicly available through no fault of the Receiving Party;
  - (c) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
  - (d) was developed by the Receiving Party (or on its behalf) without direct access to, or use or knowledge of the Confidential Information supplied by the Supplying Party; or
  - (e) is required to be disclosed by order of a court of competent jurisdiction.
- 13.3 It is acknowledged and agreed that in order to provide the Insurance Services, Qdos must supply certain information, some of which will be deemed Confidential Information to Prospective Insurers and Insurers and such disclosure shall be deemed necessary for the purpose of Qdos performing its obligations under this Contract.
- 13.4 This Condition 13 shall survive termination or expiry of the Contract.

## 14. DATA PROTECTION

- 14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 14.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 14.2 In this Condition 14, "Personal Data" and "Process" shall have the meaning given to those terms in the Data Protection Legislation.
- 14.3 By submitting any Personal Data to Qdos, the Customer agrees to Qdos' collection, use and disclosure of such Personal Data in accordance with this Condition 14 and Qdos' Privacy Policy. Without prejudice to the generality of Condition 14.1, the Customer will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Qdos for the duration and purposes of these Conditions.
- 14.4 Without prejudice to the generality of Condition 14.1, Qdos shall, to the extent that they Process any Personal Data belonging to the Customer:
- (a) process that Personal Data only on the instructions of the Customer unless they are required by the laws of any member of the European Union or by the laws of the European Union applicable to Qdos to process Personal Data ("Applicable Data Protection Laws");
  - (b) maintain for the duration of these Conditions such appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against

- accidental loss or destruction of, or damage to, Personal Data;
- (c) ensure all Personal Data is kept confidential;
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or Qdos have provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) Qdos comply with the obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) Qdos comply with reasonable instructions notified to us in advance by the Customer with respect to the processing of the Personal Data;
- (e) comply with any reasonable request of the Customer to amend, transfer, return or destroy the Personal Data or any part thereof unless required by Applicable Data Protection Laws to store the Personal Data;
- (f) notify the Customer on becoming aware of a Personal Data breach;
- (g) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach, notifications, impact assessments and consultations with supervisory authorities; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Condition 14.

14.5 The Customer consents to Qdos engaging any person as a sub-processor for the Processing of Personal Data. Qdos will inform the Customer of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Customer the opportunity to object to such changes. If the Customer objects to such a change and Qdos are not reasonably able to make such adjustments to remove the objection, the Customer will be entitled to terminate these Conditions by giving not less than 30 days' written notice to that effect to Qdos.

14.6 If Qdos appoint a sub-processor they will put a written contract in place between them and the sub-processor that specifies the sub-processor's Processing activities and imposes on the sub-processor substantially similar terms to those imposed on Qdos in this Condition 14. Qdos will remain liable to the Customer for performance of the sub-processor's obligations. If Qdos make any transfers of Personal Data outside of the European Economic Area they will comply with the Data Protection Legislation and the Customer will execute such documents or take such actions as may be required to assist with such compliance.

14.7 It is acknowledged and agreed between the parties that this Condition 14 may be revised and/or replaced with applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when notified to the Customer in writing by Qdos).

## **15. CANCELLATION OF INSURANCE SERVICES**

15.1 Where the Customer wishes to cancel an Insurance Policy for any reason, other than in accordance with Condition 3.11(a), it shall notify Qdos by way of the Site or by telephone or email (as such contact information is specified on the Site) in accordance with this Condition 15.1 and Qdos shall provide a cancellation form for completion.

15.2 Please note that on acceptance by Qdos of a correctly completed cancellation form in accordance with Condition 15.1, the following shall apply:

- (a) Qdos shall be entitled to recover from the Customer a cancellation payment at the rate set out in Schedule 1 to these Conditions, such payment shall be due immediately;
- (b) the terms of the Insurance Policy shall apply in relation to Premium payments.

15.3 Where the Customer wishes to cancel an Insurance Policy in accordance with Condition 3.11(a) only, it shall notify Qdos by way of the Site or by telephone or email (as such contact information is specified on the Site) in accordance with this Condition 15.3 and Qdos shall provide a cancellation form for completion.

15.4 On acceptance by Qdos of a correctly completed cancellation form submitted in accordance with Condition 15.3, the Customer shall be entitled to a full refund of the Premium or any part of the Premium paid and the IS Fee where applicable. Such refund shall be payable using the same method in which it was paid within 5 Working Days of acceptance by Qdos of the cancellation.

## **16. TERMINATION AND CONSEQUENCES**

16.1 Other than with regard to cancellation of an Insurance Policy in relation to which the provisions of Condition 15 above shall apply, either party may terminate the Contract at any time on the provision of 7 days' written notice to the other.

- 16.2 Without prejudice to any other remedies or rights whether under the Contract or otherwise, either party may terminate the Contract at any time by written notice to the other and the notice taking effect as specified in the notice if:
- (a) a party commits a material or persistent breach of any of these Conditions, and (if such a breach is remediable), fails to remedy that breach within 14 days, or such other time period deemed appropriate by the non-defaulting party at the time, of being notified in writing;
  - (b) a party fails to pay any sum due by the due date, including any interest accrued, in full cleared funds in accordance with Condition 5 within 7 days, or such other time period deemed appropriate by the non-defaulting party at the time, of being notified in writing;
  - (c) a party suspends, or threatens to suspend, payment of its debts or makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
  - (d) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of any property or assets of a party;
  - (e) a party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - (f) a party reasonably apprehends that any of the events mentioned above is about to occur and notifies the other party accordingly.
- 16.3 For the purposes of Condition 16.2(a), a breach shall be considered capable of remedy if the defaulting party can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 16.4 Qdos may terminate the Contract immediately on the occurrence of any of the following events:
- (a) non-payment of the Premium;
  - (b) termination by an Insurer of an Insurance Policy as a consequence of a breach by the Customer of the terms of that Insurance Policy;
  - (c) where an Insurer seeks to recover from Qdos any commission paid in relation to an Insurance Policy in accordance with Condition 6.1 as a consequence of the Customer having instructed a third party to manage its insurance requirements;
  - (d) a failure to provide any requested documentation or information;
  - (e) a deliberate failure to comply with these Conditions or any terms applicable to an Insurance Policy;
  - (f) deliberate misrepresentation or non-disclosure or attempted fraud;
  - (g) use of threatening or abusive behaviour or language or intimidation or bullying of Qdos' employees or suppliers.
- 16.5 Upon termination of the Contract for any reason and subject at all times to Condition 16.6 below:
- (a) the Customer shall immediately pay to Qdos any outstanding part of the Premium, the Price and Additional Charges or other sums payable by the Customer and where any Services have been provided but for which no invoice has been submitted, Qdos may submit an invoice which shall be payable immediately on receipt;
  - (b) each party shall return, delete or destroy all Confidential Information and all other information which has been provided to it by the other party belonging to that other party in whatever medium in accordance with the instructions of that other party;
  - (c) all licences granted by these Conditions shall terminate, in particular all licences to use the Services and those licences granted under Condition 12; and
  - (d) the accrued rights and remedies of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 16.6 For the avoidance of doubt, other than where the Contract is terminated in accordance with Condition 16.4(a), (b) or (e) above, the provision of the Insurance Services will not terminate by virtue of the termination of the Contract and shall continue for the remaining duration of each Insurance Policy.

## 17. FORCE MAJEURE

- 17.1 "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
  - (b) epidemic or pandemic;
  - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (d) nuclear, chemical or biological contamination or sonic boom;
  - (e) any law or any action taken by a government or public authority, including without limitation

imposing an export or import restriction, quota or prohibition, or failing to grant a necessary Contract or consent;

- (f) collapse of buildings, fire, explosion or accident;
  - (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Condition 18, or companies in the same group as that party);
  - (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Condition); and
  - (i) interruption or failure of utility service.
- 17.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 17.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Licence; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 17.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate the Contract by giving 14 days' written notice to the Affected Party.

## **18. NOTICES**

- 18.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Any notice:
- (a) sent by post shall be deemed served on the next Working Day following posting where the notice is sent and received within the United Kingdom, or 7 Working Days following posting where the notice is sent and/or received outside of the United Kingdom; and
  - (b) delivered personally shall be deemed served at the time of personal delivery, provided the same occurs on a Working Day; and
  - (c) sent by email shall be deemed served at the time of transmission provided that the transmission occurs on a Working Day and a confirmatory copy of the email is sent by post within 24 hours of transmission of the email.
- 18.2 To prove service, it shall be sufficient to show that the email was transmitted to the email address of the other party or that the envelope containing the notice was properly addressed and posted.

## **19. ENTIRE AGREEMENT**

- 19.1 The Contract and any documents referred to in it including but not limited to its Schedules, the Order Confirmation and the Privacy Policy constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## **20. NO PARTNERSHIP OR AGENCY**

- 20.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for or to bind another party in any way.

## **21. FURTHER ASSURANCE**

- 21.1 Each party to the Contract shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.

## **22. ASSIGNMENT**

- 22.1 Qdos may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer shall not, without the prior written consent of Qdos, assign, transfer, charge, sub-contract or deal in any manner with all or any of its rights or obligations under the Contract.

## **23. SEVERANCE**

- 23.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions shall remain in full force and effect.

## **24. WAIVER**

- 24.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by Qdos to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **25. VARIATION**

- 25.1 Qdos may vary these Conditions as they consider necessary as a result of any change to or in order to ensure compliance with any Applicable Laws.
- 25.2 Qdos may make any other variations as they may from time to time require.
- 25.3 Qdos shall provide the Customer with as much notification as is reasonably practicable of any variation to these Conditions pursuant to Conditions 25.1 or 25.2.
- 25.4 The Customer may, before such change comes into effect, give Qdos written notice that they do not accept such change, in which case the Customer will be deemed to have terminated these Conditions on the date such notice is deemed to have been received by Qdos pursuant to Condition 18.
- 25.5 If the Customer does not notify Qdos as set out above the Customer will be deemed to have accepted the change and it will take effect automatically in accordance with the notice provided by Qdos and the Customer will not have any right to terminate these Conditions as a result of such change.

## **26. CUMULATIVE REMEDIES**

- 26.1 All rights and remedies available to either of the parties under the terms of the Contract or under the general law are to be cumulative, and no exercise by either of the parties of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to that party.

## **27. THIRD PARTY RIGHTS**

- 27.1 A person who is not a party to the Contract will not have any rights under any term of the Contract.

## **28. GOVERNING LAW AND JURISDICTION**

- 28.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England.



## SCHEDULE 1 – ADDITIONAL CHARGES

In relation to Assessment Upgrades, the ASU Fee is chargeable as follows and is in addition to the AS Fee (as applicable):

<b>ASSESSMENT SERVICES</b>	<b>AS FEE PER DOCUMENT REVIEW</b>	<b>ASSESSMENT UPGRADES</b>	<b>ASU FEE PER DOCUMENT REVIEW</b>
IR35 Contract Assessment	£49 + VAT	Working Practices Review	£49 + VAT
		Commercial Contract Check	£49 + VAT
Full IR35 Contract Review	£125 + VAT	Commercial Contract Check	£49 + VAT
Public Sector IR35 Assurance	£150 + VAT		
Commercial Contract Check	£49 + VAT		

For Assessment Services completed in reduced timescales, the following ASU Fee is chargeable as follows and is in addition to the AS Fee (as applicable):

<b>TIMESCALE</b>	<b>ASU FEE PER DOCUMENT REVIEW (IR35 CONTRACT ASSESSMENT SERVICE)</b>	<b>ASU FEE PER DOCUMENT REVIEW (FULL IR35 CONTRACT REVIEW AND PUBLIC SECTOR IR35 ASSURANCE SERVICES)</b>
Same Working Day (only available before 12:00)	£60 + VAT	£100 + VAT
Next Working Day	£30 + VAT	£50 + VAT

Unlimited IR35 Assessments	The Unlimited IR35 Assessments is chargeable at £49 + VAT in addition to the Price of Tax Enquiry Insurance.
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Cancellation Charge (as per Condition 15.2)	£20 per Insurance Policy.
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## SCHEDULE 2 – INSURANCE POLICIES AND INSURERS

### PROFESSIONAL INDEMNITY INSURANCE

**Insurer:** HCC International Insurance Company plc

**Demands & Needs:** This product meets the demands and needs of customers who wish to be indemnified against legal defence costs and/or compensation that may become payable to a client following an error or omission in the customer's work that results in the client suffering a financial loss.

**Assessment Services:** 1 free IR35 Contract Assessment document review.

### PUBLIC LIABILITY

**Insurer:** HCC International Insurance Company plc

**Demands & Needs:** This product meets the demands and needs of customers who wish to be indemnified against legal defence costs and/or compensation that may become payable in the event that the insured causes injury to a third party, or damage to a third party's property.

### EMPLOYERS LIABILITY

**Insurer:** HCC International Insurance Company plc

**Demands & Needs:** This product meets the demands and needs of customers who wish to be indemnified against legal defence costs and/or compensation that may become payable in the event that the insured causes injury or illness to an employee.

**Assessment Services:** 1 free IR35 Contract Assessment document review (subject to the Customer also purchasing Public Liability cover from Qdos).

### TAX ENQUIRY INSURANCE

**Insurer:** HCC International Insurance Company plc

**Demands & Needs:** This product meets the demands and needs of customers who wish to be indemnified against defence costs incurred in the event of an investigation by HMRC into their tax affairs.

**Claims handling:** included.

**Assessment Services:** 1 free IR35 Contract Assessment document review.

### TAX LIABILITY COVER

**Insurer:** HCC International Insurance Company plc

**Demands & Needs:** This product meets the demands and needs of customers who wish to be indemnified against defence costs incurred in the event of an investigation by HMRC into their tax affairs, and additional taxes, interest and penalties that may be imposed by HMRC following specified investigations.

**Claims handling:** included.

**Assessment Services:** 1 free IR35 Contract Assessment document review.

### JURY SERVICE & LEGAL PROTECTION

**Insurer:** HCC International Insurance Company plc

**Demands & Needs:** This product meets the demands and needs of customers who wish to be indemnified in the event that they are called to attend jury service, or who wish to be indemnified in the event that they are required to pursue or defend legal proceedings such as (but not limited to); contract disputes, property disputes, or debt recovery proceedings.

**Claims handling:** included.

### CONTRACTOR SICKNESS COVER

**Insurer:** HCC International Insurance Company plc

**Demands & Needs:** This product meets the demands and needs of customers who wish to receive payment of fixed monthly benefits in the event of that they suffer illness, injury or disease and are unable to continue working as a result, or a lump sum payment in the event of accidental death.

**Claims handling:** included.

## **QDOS TRAVEL INSURANCE**

**Insurer:** For sections 1-16 and 18-19 AGA International SA. For section 17 A consortium of Association of British Insurer member companies provided by International Passenger Protection Limited

**Demands & Needs:** This product meets the demands and needs of customers who travel outside the United Kingdom for business and/or leisure purposes on their own, or with family, and wish to be indemnified in the event of cancellation or curtailment to their travel arrangement; for loss or damage to baggage and other personal belongings whilst travelling; and for emergency medical expenses incurred whilst travelling. It is important that the customer ensures they select cover for the geographical region appropriate to their travel plans (Europe, Europe/Middle East/Asia, Worldwide excl North America, Worldwide incl North America).