



Freelancer Tax Enquiry Insurance Policy Summary

Introduction

Some important facts about Qdos Tax Enquiry Insurance are summarised below. This summary does not describe all the terms and conditions of the policy. To ensure full understanding of the cover provided by this policy it is recommended that this document is read alongside the policy wording. A copy of the full Policy Wording is held by Qdos and is available on request.

Insurer

This legal expenses insurance policy has been arranged by Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited. Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Type of insurance and cover provided

Subject to the limit of indemnity, this Tax Enquiry Insurance will cover fees, expenses and other disbursements, less any policy excess that may apply, reasonably incurred should you become involved in any of the enquiries or disputes detailed below. Cover will only be provided for the sections of cover marked as 'Insured' on the Policy Schedule.

This Policy Will Cover (PWC)
<u>HMRC Enquiries and Investigations</u> - An enquiry by HMRC into the policyholder's corporation tax or income tax self-assessment return following the issue of formal notification by HMRC.
<u>HMRC PAYE Control Visits and Disputes</u> – Attendance at a routine compliance check or routine inspection undertaken by HMRC into the operation of PAYE and a subsequent dispute with HMRC.
<u>Chapter 5, Part 5 of the Income Tax (Trading & Other Income) Act 2005 Enquiries</u> - An enquiry by HMRC brought under Chapter 5, Part 5 of the Income Tax (Trading and Other Income) Act 2005.
<u>VAT Disputes</u> – A dispute following a compliance check or routine inspection undertaken by HMRC into the policyholder's VAT record-keeping.
<u>Judicial Review</u> - At the insurer's discretion cover will be granted for professional fees incurred by the appointed consultant in respect of an application for judicial review where there is no statutory right of appeal against a VAT and Duties Tribunal decision; or, following a Tax Tribunal hearing, other than in respect of a status enquiry.
<u>Status Enquiries</u> - An enquiry conducted into the employment status of the policyholder under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).
<u>Chapter 5, Part 5 of the Income Tax (Trading & Other Income) Act 2005 Taxes, Interest and Penalties</u> - Any taxes, interest and any additional payments necessarily arising from a settlement imposed upon the policyholder or the appointed consultant by HMRC in connection with an enquiry by HMRC brought under Chapter 5, Part 5 of the Income Tax (Trading and Other Income) Act 2005.
<u>Status Enquiry Taxes and Interest</u> - Any taxes and interest, which may be imposed upon a policyholder or the appointed consultant by HMRC in connection with an employment status enquiry as covered under this policy.
<u>Status Enquiry Penalties</u> - Any additional payments necessarily arising from a settlement, which are both related to the tax to be paid and capable of mitigation and which are imposed upon a policyholder or the appointed consultant by HMRC in connection with an employment status enquiry as covered under this policy.
Note that this insurance only covers enquiries or disputes with Revenue Authorities whose jurisdiction is within the United Kingdom of Great Britain and Northern Ireland excluding the Isle of Man and the Channel Islands.

This Policy Will Not Cover (PWNC)	Conditions of Cover – General (COCG)	Relevant Policy Section
Professional fees incurred without the prior consent of Qdos.		PWNC 1
Where any circumstances of a claim are known of at inception of this Policy or where an incident arises directly from an enquiry or dispute undertaken by HMRC prior to the inception.		PWNC 2 & 3
Professional fees relating to attendance at a routine inspection undertaken by HMRC (PAYE/NIC and/or VAT) or routine correspondence prior to the dispute or assessment being raised.		PWNC 4
Enquiries or Disputes involving tax returns, which are submitted late.		PWNC 8
Professional fees incurred in respect of enquiries or disputes involving tax avoidance schemes.		PWNC 20
Enquiries or Disputes where you do not keep prime records.		COCG 5

Duration of cover

This policy will expire one calendar year from the date it was issued.

Cancellation right

If you decide that for any reason that this policy does not meet your insurance needs, then please return it to the insurance broker or agent who provided this policy to you within 14 days from the day of purchase or on the day you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full. If you wish to cancel your policy after 14 days you will not be entitled to a refund.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- Fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions.

Making a claim

Claims should be notified to Qdos on the telephone advice line or in writing to the Claims Department at:

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

Telephone: 01455 852100
Fax: 0116 326 0036

How to make a complaint

It is the intention to give you the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact your agent who arranged the Insurance on Your behalf.

2. Complaints regarding claims:

Please contact in the first instance:

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

Tel: 01455 850000
Fax: 01455 841000
Email: feedback@qdosunderwriting.com

If your complaint in either case cannot be resolved by the end of the next working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Ageas Insurance Limited at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: customerrelations@ukgeneral.co.uk.

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 9GE

Tel: 0845 080 1800
Email: complaint.info@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.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Data Protection Act

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.