Markel Tax – Client Protector
Policy Wording

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Welcome

Welcome and thank you for choosing to buy your Client Protector policy from Markel Tax. This document, the policy schedule and any endorsement(s) attached form your policy. This document sets out the conditions of the insurance between you and us. Please carefully read the following and keep them in a safe place:

1. this document
2. the policy schedule, and
3. any endorsements that apply

The insurance contract

In return for payment of the premium shown in the policy schedule, we agree to insure you as described in each section of this document, subject to the terms and conditions contained in or endorsed on this policy.

The cover provided

It is important that:

1. you check that the information you have given to us is accurate – see ‘our reliance on the information provided to us’ in the ‘important information’ section
2. you notify us as soon as practicable of any inaccuracies in the information you have given to us
3. you comply with your duties under this policy as a whole.

Exclusions

Your policy is subject to exclusions and these tell you what is not covered.

The meaning of highlighted words

Some of the words in this policy have a special meaning; we have highlighted these words in bold print.

Some of these words have the same meaning throughout this policy, these will be found under the section ‘words with special meaning that apply throughout this policy (definitions)’. 
Important information

How to make a claim

If you want to make a claim under this policy contact us by
1. writing to our claims team at Markel Tax, One Mitchell Court, Castle Mound Way, Rugby CV23 0UY, or
2. emailing our claims team – taxclaimsuk@markel.com, or
3. using our on-line claims portal

quoting your policy number and the name of the client shown in the policy schedule.

If you wish to discuss a claim under the policy please phone our claims team on 0370 166 6271.

Things you must do

You must comply with the claims conditions. These can be found under ‘claims conditions that apply to this policy as a whole’.

All claims are required to be notified in writing in order for us to consider them under the insurance policy.

If you fail to comply with these conditions we may not pay your claim or any payment could be reduced.

Fraudulent claim

If you make a fraudulent claim under this policy:

1. we are not liable to pay the claim, and
2. we may recover from you any sums we have paid to you in respect of the claim, and
3. we may write telling you that we are treating the contract as having been terminated with effect from the fraudulent act.

If we do write to you telling you that we are treating this policy as having been terminated:

1. we will not be liable to you in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
2. we will not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance (‘a covered person’, and a fraudulent claim is made under this policy by or on behalf of a covered person, we may exercise the same rights as above as if there was an individual contract of insurance between the covered person and us. However, the exercise of any of these rights shall not affect the cover provided under this policy for any other person.

Our reliance on the information provided to us

In deciding to accept this policy and in setting the terms and premium, we have relied on the information you have given to us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If you become aware that information you have given to us is inaccurate you must inform us as soon as practicable.

The information you have provided to us constitutes your fair presentation of the risk.

A ‘fair presentation of the risk’ is one

1. which discloses to us every material circumstance which you know of or ought to know of, or
   (a) gives us sufficient information to put us on notice that we will need to make further enquiries for the purpose of revealing those material circumstances, and
(b) which makes that disclosure in a manner which is reasonably clear and accessible to us
and
2. in which every material representation as to a matter of fact is substantially correct and every material
   representation as to a matter of expectation or belief is made in good faith.

A ‘material circumstance’ is one that would influence our decision as to whether or not to agree to insure you and, if so,
the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to us.

If you fail to make a fair presentation of risk there are a number of remedies available to us which are set out in
general condition 2 (breach of the duty of fair presentation) in the section ‘other conditions that apply to this policy as a
whole (general conditions’).

We will write to you if we intend to take one of these remedies.

**How to cancel this policy**

You can cancel this insurance at any time by writing to us.

We can cancel this insurance by giving you 30 days written notice. We will only do this for a valid reason, examples of
valid reasons are:
1. a change in risk occurring which means we can no longer provide you with insurance cover
2. non-cooperation or failure to supply any information or documentation we request.

**Cooling-off period**

This policy has a cooling-off period of 14 days from either:
1. the date you sign the sales agreement instructing us to provide clients with insurance, or
2. the date you receive your policy documents from us

whichever is the later.

**Refund of premium**

If we pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed.

If we haven't paid (or agreed to pay) any claim, in whole or in part, then:
1. if we cancel this policy 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. For example, if you have
   been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the
   deduction for the time you have been covered will be half the annual premium.
2. if you cancel this policy within the cooling-off period we will return to you all of the premium paid without any
   deduction.
3. if you cancel this policy outside the cooling-off period you will be entitled to a refund of any premium paid,
   subject to a deduction for any time for which you have been covered and a deduction for our underwriting costs
   of administrating the policy. This will be calculated on a proportional basis.
How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact us.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by writing to Markel International Insurance Company Ltd
20 Fenchurch Street
London EC3M 3AZ

We will consider and investigate all complaints that are brought to our attention regardless of the customer type however you should be mindful that not all customer types are able to refer their complaints to Financial Ombudsman Service.

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at www.financial-ombudsman.org.uk

The contact details for the FOS are:

The Financial Ombudsman Service
Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from ‘fixed lines’ in the UK, or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Complaints that cannot be resolved by us may be referred to the Financial Ombudsman Service. The following are the Customers who can currently complain to FOS:

1. Consumer
2. Micro-enterprise; employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed £1 million.
3. Charity which has an annual income of less than £1 million at the time the Complainant refers the complaint to the respondent
4. Trustee of a Trust which has a net asset value of less than £1 million at the time the Complainant refers the complaint to the respondent
5. Small Businesses; employs fewer than 50 persons; or has a balance sheet total of less than £5 million

If you are unsure whether you are able to refer your complaint, please contact the Financial Ombudsman Service.
Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 you may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover you hold:

1. compulsory insurance, such as employer's liability, is covered for 100% of the claim
2. for other insurances 90% of the claim is covered with no upper limit
3. further information can be obtained by visiting the Financial Services Compensation Scheme
4. website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100

Language

This policy and all correspondence between you and us in relation to this policy (including any correspondence in relation to a claim) shall be in English.

Regulatory authorities

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202570) and registered in England with company number 966670 with a registered office at 20 Fenchurch Street, London EC3M 3BY.

Data protection

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insureds' details such as their name and address and may include more sensitive details.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our full Markel privacy notice, a copy of which is available online at http://www.markelinternational.com/foot/privacy-policy/ or on request.

Information notices

To enable us to use individual insureds' details in accordance with current data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each our short form information notice set out in our proposal forms or risk profiles on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
Sanctions limitation

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Brexit

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA).

Choice of law

The law of England and Wales will apply to this contract unless at the commencement of the period of insurance shown in the policy schedule you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between you and us in connection with this policy will take place in the courts of the part of the United Kingdom in which you live or have your registered office.
Words with special meanings that apply throughout this policy
The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Appeal** means the formal mechanism to resolve HM Revenue and Customs (HMRC) Enquiries and Disputes at either the First-Tier Tribunal (Tax), Upper Tribunal (Tax and Chancery) or VAT Tribunal undertaken with our prior written consent.

**Client** means
1. the company, or
2. the firm, or
3. the partnership, or
4. the trust, or
5. the organisation, or
6. the individual that you have declared to us is a member of your professional expenses insurance scheme.

**Excess** means the first amount of any professional expenses for which the client is responsible under sections of cover ‘c’ corporation tax self assessment aspect enquiry and ‘d’ income tax self assessment aspect enquiry. The amount is shown in the Schedule.

**Professional expenses** means the fees, expenses or other disbursements reasonably incurred by you, or another suitably qualified adviser agreed by us, in the event of
1. an investigation or enquiry into a client, or
2. appeal by a client
within the United Kingdom and incurred with our prior written consent

**United Kingdom** means England, Scotland, Wales and Northern Ireland

**Us** means Markel Tax.

Markel Tax is a trading name of Markel Consultancy Services Limited registered in England and Wales No: 08246256. VAT number 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel Consultancy Services Limited. Markel Consultancy Services Limited is an Appointed Representative of Markel International Insurance Company Limited which is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Insurance is underwritten by Markel International Insurance Company Limited. Financial Services Register Number 20257 bound pursuant to a binding authority with Markel Protection Group Limited. Unique market reference B6027APG 2014001 (or renewal or replacement)

**You/your/policyholder** means the
1. accountant, or
2. firm of accountants, or
3. other appropriately qualified person regulated by their professional body or the Financial Conduct Authority that is stated in the schedule to this policy.

In addition, if you request us to, we will pay the client in the same way that we would pay you provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as you are.
Claims conditions that apply to this policy (claims conditions)

1. **Notification of claims**
   
   **You** must notify **us** in writing as soon as possible in respect of all claims or requests for payment for any investigation or enquiry.

   **Your** notification to **us** must be within the period of insurance shown in the policy schedule.

   Any subsequent investigation or enquiry arising from the same originating cause will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule and will be treated as a continuation of the existing claim rather than a new claim.

2. **General claims handling**

   (a) **you** must give **us** the information and co-operation that **we** may reasonably request

   (b) **you** must ensure that the **client** provides **you** with all information and co-operation which **you** request

   (c) **you** must not do anything which might prejudice **us**

   (d) **you** must take all reasonable steps to prevent any further claim, investigation, enquiry or request for payment under this policy

   (e) **you** must comply with our recommendations or the recommendations of our consultancy specialist as directed

   (f) **you** must take all reasonable and practicable measures to avoid or reduce costs.

   If **you** fail to do this **your** claim may not be covered or the amount **we** pay **you** may be reduced.

3. **Claims procedure**

   If the required course of action is not followed **your** claim may not be covered or the amount **we** pay **you** may be reduced.

   **Initial consent**

   In the event of an investigation **you** must complete a claim form and send this to **us** together with any relevant information. After consideration of these documents **we** will advise in writing whether **our** initial consent has been given. Where initial consent is given, **we** will provide **you** with an initial reserve to incur professional expenses; this reserve should not be exceeded without further consent being provided by **us** or payment beyond this figure may be denied.

   **Prospects of success**

   Following an assessment or determination issued by HMRC or in respect of an appeal, **we** will only provide **you** with cover if **we** believe that there is a greater than 50% chance of

   (a) successfully defending a **client**’s case

   (b) successfully appealing the decision

   If **we** believe that there is 50% or less chance of the above **we** will not provide cover.

   However, if **you** decide to proceed following **our** denial of the claim on the grounds of lack of prospects and **you** are successful, cover will be provided by **us** as if consent had been given at the outset

   **Settlement by Insurer**

   **We** may make a settlement to the **client**. If **we** do this **we** will have no further liability to **you** or **your** agent or **client**
Recovery of Professional Expenses

Where it is possible to recover costs from the relevant authority following the successful defence of a claim, you must take all steps necessary to recover costs paid or due to be paid by us and must forward all such recoveries in full to us.

Where a tax specialist is acting on your behalf with our consent you shall be responsible for the recovery of any professional expenses which should not have been incurred.
Other conditions that apply to this policy (general conditions)

1. Notice

Any notice under this policy will be regarded as given

(a) to us if sent by first class prepaid post to Markel Tax, One Mitchell Court, Castle Mound Way, Rugby CV23 0UY

(b) to you or a client if sent by post to your last known address.

2. Breach of the duty of fair presentation

If you breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to us are

(a) if the breach of the duty of fair presentation is deliberate or reckless
   (i) we may avoid this policy and refuse all requests for payment, and
   (ii) we need not return any of the premium paid

(b) if the breach of the duty of fair presentation is not deliberate or reckless, our remedy will depend upon what we would have done if you had complied with the duty of fair presentation
   (i) if we would not have entered into the contract of insurance at all we may avoid this policy and refuse all requests for payment and will return the premium paid
   (ii) if we would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
   (iii) in addition, if we would have entered into the contract but would have charged a higher premium we may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged.
Client protector insurance

What is covered

1. Business self-assessment full enquiry

   We will pay your professional expenses arising out of a
   (a) full enquiry by HMRC into a client's self-assessment Return following the issue of a Notice under S9A or S12AC of the Taxes Management Act 1970, or
   (b) Paragraph 24(1) Schedule 18 Finance Act 1998 investigation into a client's together with a request to examine all of a client's business books and records

   within the United Kingdom first made and reported to us during the period of insurance shown in the policy schedule.

2. Personal self-assessment full enquiry

   We will pay your professional expenses arising out of a full enquiry by HMRC into a client's self-assessment return following the issue of a Notice under S9A of the Taxes Management Act 1970 into their non-business tax affairs. A full enquiry will be accompanied by a request to examine all of the prime documents. An example of non business tax affairs is rental income or interest received. The enquiry must be first made and reported to us during the period of insurance shown in the policy schedule and take place within the United Kingdom

3. Corporation tax self assessment aspect enquiry

   We will pay your professional expenses arising out of an enquiry by HMRC into one or more specific aspects of a client's self-assessment return following the issue of a Notice under Paragraph 24(1) Schedule 18 Finance Act 1998 within the United Kingdom first made and reported to us during the period of insurance shown in the policy schedule.

4. Income tax self assessment aspect enquiry

   We will pay your professional expenses arising out of an enquiry by HMRC into one or more specific aspects of a client's self-assessment return following the issue of a Notice under S9A or 12AC of the Taxes Management Act 1970. The enquiry must be first made and reported to us during the period of insurance shown in the policy schedule and take place within the United Kingdom

5. Employer compliance dispute

   We will pay your professional expenses arising out of a dispute after HMRC have indicated an expression of dissatisfaction with a client's PAYE, CIS, and/or NIC affairs following an Employer Compliance visit by HMRC or following an expression of dissatisfaction with a client's P11Ds or P9Ds provided that this takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.

6. IR35 dispute

   We will pay your professional expenses arising out of a challenge by HMRC regarding the status of a client's contract for services which invokes the IR35 legislation following either
   (a) the issue of a Notice under Paragraph 24(1) Schedule 18 of the Finance Act 1998; or
   (b) an HMRC Employer Compliance visit; or
   (c) the issue of a 'Check of Employer Records Letter'.

   provided that this takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.
7. **VAT dispute**

We will pay your professional expenses arising out of a dispute into a client’s VAT affairs following HMRC issuing either

(a) a written decision, assessment or statement of alleged arrears, or
(b) the receipt of a notice of VAT default surcharge, misdeclaration or late registration penalty

provided that this takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.

8. **Schedule 36 pre dispute**

We will pay your professional expenses arising out of a written request by HMRC under Sch36 FA2008 to inspect a client’s business records, assets or premises or requesting particulars, including

(a) inspections undertaken to ensure compliance with VAT and PAYE regulations
(b) inspections undertaken in relation to the operation of the Construction Industry Scheme.
(c) In the case of a personal taxpayer a request for the production of documentation to check their Income Tax position.

provided that this takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.

9. **Code of practice 8 enquiries**

We will pay your professional expenses arising out of an HMRC enquiry into a client commenced under S9A or 12AC of TMA 1970 or Paragraph 24 (1) Schedule 18 FA 1998 accompanied by and conducted under HMRC’s Code of Practice 8 procedures provided that this takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.

However, we will only pay you if at conclusion of the enquiry

(a) no material omissions were identified, or
(b) the client was not found guilty of fraud or of any fraudulent intent.

10. **National minimum wage pre dispute**

We will pay your professional expenses arising out of a written request by HMRC to inspect or check a client’s business records, including

(a) inspections undertaken to ensure compliance with the National Minimum Wage Act
(b) requests for documents and particulars prior to the issue of an assessment of arrears or notice of underpayment

provided that this first takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.

11. **Inheritance tax**

We will pay your professional expenses arising out of an enquiry by HMRC into a client’s Inheritance Tax Returns submitted to Capital Taxes Office, including

(a) matters relating to the periodic and proportionate charges applying to trusts
(b) returns in respect of Estates of Deceased Persons provided you hold a Probate License and submitted the IHT Return.

Provided that this takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.
12. **Gift aid**

*We* will pay your professional expenses arising out of an audit by HMRC into a client’s claims made under the gift aid scheme when they are a Charity and/or a Community Amateur Sports Club. The audit must be first made and reported to us during the period of insurance shown in the policy schedule and must take place within the United Kingdom.

13. **HMRC Amendments**

*We* will pay your professional expenses arising out of a client receiving a written notification from HMRC of their intention to amend the client’s tax return under S92B TMA 1970 provided that this takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.

14. **Stamp duty land tax**

*We* will pay your professional expenses arising out of an enquiry by HMRC into a client’s Land or Property transaction Returns submitted by you and declaring a liability to

(a) stamp duty land tax  
(b) land and buildings transactional tax  
(c) land transaction tax

provided that this takes place within the United Kingdom and is first made and reported to us during the period of insurance shown in the policy schedule.

However, *we* will not pay you if the Return was submitted after the statutory deadline for submission. Under all sections of cover *we* will only pay you if you submitted the client’s most recent Self Assessment Return regardless of whether this is the return which is subject to Enquiry. If you did not submit the client’s most recent return then *we* will only pay you if you have provided us with satisfactory documentary evidence that

(a) the person subject to enquiry was a client before the HMRC Enquiry or Dispute commenced, and  
(b) the return was submitted by an accountancy practice.

15. **What we will pay**

The most *we* will pay in total in respect of any one client in the period of insurance shown in the policy schedule is the amount shown in the policy schedule.

The most *we* will pay in respect of each section of cover in respect of any one client in the period of insurance shown in the policy schedule is shown in the policy schedule.

The most we will pay in respect of any one claim or series of claims arising from the same originating cause is shown in the policy schedule.

*We* will not pay the excess this must be paid by the client. The excess applies to each claim arising from the same original cause.

**What is not covered (exclusions)**

1. **Other insurance**

*We* will not pay you where you have a right to payment of professional expenses under any other insurance.

2. **Pre-existing events**

*We* will not pay you for any

(a) professional expenses incurred, or
(b) enquiries, investigations, audits or circumstances which you or a client knew or ought to have known about prior to the date that
(a) this policy started, or
(b) the client became a member of your professional expenses insurance scheme

3. **Hourly charges rates**

We will not pay you for professional expenses incurred in excess of the hourly rate agreed by us

4. **Fraud**

We will not pay you

(a) where an enquiry is conducted under Public Notice 160, or
(b) where an enquiry is conducted under Section 60 of the VAT Act 1994, or
(c) where an enquiry is a Code of Practice 9 case
(d) for the defence of any tax prosecution or criminal prosecution
(e) where an enquiry is handled by HMRC Specialist Investigations, Fraud Investigation Service, Civil Investigations of Fraud, Counter Avoidance and Criminal Investigations Sections, irrespective of the outcome of those enquiries.

5. **Late submission**

We will not pay you for any claim where

(a) Income Tax, Corporation Tax, VAT or IHT returns are submitted more than 90 days after the statutory time limits. However, we will pay you if HMRC accept that a reasonable excuse existed for the delay, or
(b) the client has not notified chargeability to tax or registered for VAT within the statutory time limits for doing so, or
(c) a return is submitted at the final filing date which contains provisional figures in respect of all of the trading income and expenditure

6. **Tax planning**

We will not pay your professional expenses in respect of

(a) any HMRC Enquiry into a tax planning arrangement where HMRC has allocated a Disclosure of Tax Avoidance Scheme (DoTAS) Number for inclusion on the relevant Self Assessment Return or where a DoTAS Number would have been issued but for the failure to notify HMRC of the tax planning arrangement, or
(b) any matter relating to bespoke tax planning outside of a client's normal trade such as film partnerships or film schemes, or planning involving artificially created losses or loan arrangements, or
(c) cases referred to the General Anti-Abuse Rules panel.

7. **Voluntary disclosure**

We will not pay you where an investigation arises out of a voluntary disclosure made to HMRC in respect of omitted tax, NIC or VAT liabilities which become due as a result of a client deliberately misleading HMRC.

We will not pay you following an HMRC campaign where a client has made an incorrect return to HMRC.
8. **Business records**

*We* will not pay your **professional expenses** incurred in reviewing and/or collating a client’s business records in advance of a PAYE and/or VAT review undertaken by HMRC.

*We* will not pay the cost of preparing and reconciling returns, accounts, records or any other statutory returns, or the cost of professional valuations to support them. This includes the reconciliation of VAT Returns to accounts, Construction Industry Scheme (CIS) Returns, Real Time Information (RTI) payment submissions.

*We* will not pay third party fees unless you have obtained prior written agreement from us that you can incur these fees. Examples of third party fees include property valuations associated with SDLT/LBTT/LTT returns or Research & Development claims not prepared by you.

*We* will not pay you for **professional expenses** incurred for a corporate client if records and books of account have not been kept in accordance with the Companies Act 2006.

9. **Taxes**

*We* will not pay you, your agent or client for taxes, fines, interest or any other duties or penalties imposed or assessed upon you, your agent, or client by any revenue authority, court or Tribunal.

10. **Work and pensions**

*We* will not pay you for any dispute arising under the National Minimum Wage Act 1998 or Enquiries from HMRC and/or Department of Work and Pensions into a claim made by a client under the Tax Credits Act 2002 or any legislation amending or re-enacting the act.

11. **Client resignation**

If the client stops being a client before or during a claim or proceedings we will deny or withdraw cover.

12. **Insolvency**

If you become insolvent during the course of any claim or proceedings we may replace you with another agent.

Where a client becomes insolvent or enters into a voluntary liquidation and an office holder or receiver within the meaning given by the Insolvency Act 1986 or the Companies Act 2006 (or any legislation amending or re-enacting these acts) is appointed, we will not cover any claim unless we have provided prior written agreement that you agent can continue acting for the client.
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Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel Consultancy Services Limited.
In respect of its insurance mediation activities only, Markel Consultancy Services Limited is an Appointed Representative of Markel International Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Insurance is underwritten by Markel International Insurance Company Limited. Financial Services Register Number 202570.