

Markel Tax – Client Protector

Policy wording



MARKEL



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Policy wording



Contents

Welcome	3
Important information	4
Words with special meanings that apply throughout this policy	9
Claims conditions that apply to this policy (claims conditions)	10
Other conditions that apply to this policy (general conditions)	12
Client protector insurance	13

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.

This insurance is underwritten by Markel International Insurance Company Limited.

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 **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 Market Tax, 11 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. 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. Further information can be obtained by visiting the Financial Services Compensation Scheme 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 individual insured **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

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 an individual member of the **policyholder** that **you** have included in the number of members declared to **us** at commencement of this policy.

Excess

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 the tax investigation specialist appointed by **us** or another suitably qualified adviser agreed by **us**, with the exception of costs incurred during the process of making the claim, 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.

However, **Professional Expenses** does not include costs incurred during the process of making a claim.

Our/Us/We

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 Group Inc. 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 B6027APG2014001 (or renewal or replacement)

You/your/policyholder

Means Musicians' Union a trade union registered in accordance with the Trade Union and Labour Regulations (Consolidation) Act 1992 with its head office at 30 Snowfields, London, SE1 3SU.

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.

All claims arising from the same original circumstance or event shall be regarded as one claim. This includes a Full or Aspect Enquiry into a later year's Self Assessment Return where an earlier year's Self Assessment Return is still subject to an open Full or Aspect Enquiry, providing the subsequent Enquiry is notified in a period of insurance.

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; **you** must not incur costs without our prior written consent. Where initial consent is given **we** will provide 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.

Meetings

Where **you** attend a meeting with HMRC, attendance is normally limited to one attendee. Where necessary **you** can request cover for an additional attendee and where appropriate **we** will provide written approval for another attendee at the specific meeting.

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, 11 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 **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** 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 **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 **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. Research & Development (R&D) enquiries

We will pay **professional expenses** arising out of an enquiry into an R&D claim made by **your client** following the issue of a notice under Paragraph 24(1) Schedule 18 Finance Act 1998.

However, **we** will only pay **your professional expenses** if **your client** prepared and submitted a report to HMRC to support the R&D claim and provided that the enquiry takes place within the **United Kingdom** and is first made and reported to **us** during the period of insurance shown in the policy schedule.

5. Income tax self assessment aspect enquiry

We will pay **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**.

6. Employer compliance dispute

We will pay **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 review 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.

7. IR35 dispute

We will pay **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.

8. VAT dispute

We will pay **professional expenses** arising out of a dispute, initiated by HMRC, into a **client's** VAT affairs following HMRC issuing either

- a. a written decision, assessment or statement of alleged arrears following an HMRC VAT Compliance check, 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.

9. Schedule 36 pre dispute

We will pay **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.

10. Code of practice 8 enquiries

We will pay **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.

11. National minimum wage pre dispute

We will pay **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.

12. Inheritance tax

We will pay **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 submitted the IHT Return for your **client**

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.

13. Gift aid

We will pay **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**.

14. HMRC Amendments

We will pay **professional expenses** arising out of a **client** receiving a written notification from HMRC of their intention to amend the **client's** tax return under S9ZB 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.

15. Stamp duty land tax

We will pay **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 (SDLT)
- b. land and buildings transactional tax (LBTT)
- c. land transaction tax (LTT)

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 **your client** if the SDLT/LBTT/LTT Return was submitted after the statutory deadline for submission.

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 **professional expenses** where **your client** has a right to payment of **professional expenses** under any other insurance.

2. Pre-existing events

We will not pay **your client** 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 the **Policyholder**

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. Customs Import & Export Enquiries

We will not pay **your professional expenses** in respect of

- a. any HMRC enquiry into Import & Export Duty
- b. any HMRC Customs & International Trade check

6. 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, or
- d. a Stamp duty land tax/Land and buildings transactional tax/Land transaction tax Return is submitted after the statutory deadline, or
- e. the Capital gains tax 60 day Return is submitted after the statutory deadline.

7. 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.

8. R&D Enquiries

We will not pay **your professional expenses** in dealing with a HMRC enquiry into a claim for R&D Tax Relief where;

- a. The R&D claim was prepared by a third party
- b. There was a failure to adhere with the HMRC process to notify and submit an R&D claim
- c. **you** wish to challenge the refusal of HMRC to accept a R&D claim due to procedural errors in the submission process

9. 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.

We will not pay **you** where HMRC issue a 'Nudge Letter' asking your **client** to reconsider their original Self Assessment Return.

10. 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.

11. 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;

12. 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;

13. Client resignation

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

14. 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 **your agent** can continue acting for the **client**.

Markel Tax

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