

INSURED INCIDENTS

The Insurer Will Cover

Representing your client during

- a. any compliance check started by HMRC regarding your client's compliance with
 - i. Income Tax and/or Corporation Tax Self Assessment;
 - ii. PAYE, National Insurance, Construction Industry, IR35;
 - iii. VAT;
 - iv. National Minimum Wage or Gift Aid legislation and regulations; and
- b. any consequent dispute with HMRC after the issue of an assessment, computation of liabilities, written decision, notice of VAT civil penalty or notice of underpayment of the National Minimum Wage; and
- c. any claim in respect of
 - i. Inheritance Tax enquiries
 - ii. Child Tax Credit enquiries
 - iii. a compliance check carried out under HMRC Code of Practice 8 (provided fraud is disproved)

and any consequent appeal to the First-tier Tribunal (Tax), Upper Tribunal (Tax and Chancery) or Employment Tribunal and any appeal against such a tribunal's decision.

After an appeal to the Upper Tribunal or where there is no right of appeal to the tribunal, the Policy will cover an application for Judicial Review.

2. Stamp Duty, Stamp Duty Land Tax and Land & Building Transaction Tax enquiries where the appointed agent has completed the form under enquiry.

Provided that

- i. your client's statutory returns, appropriate to the insured incident, were submitted to HMRC within 90 days of their statutory filing dates; and
- ii. any unsubmitted HMRC returns appropriate to the insured incident were no more than 90 days past their due filing date when the compliance check started

unless HMRC accepts the reason for the delay;

- iii. any other amendment to a statutory return is made and submitted to HMRC within 12 months of the statutory filing date;
- iv. if a return has not been issued, your client has notified HMRC within the statutory time limits of chargeability to tax; and/or (if appropriate to the insured incident) its operation of PAYE and its use of subcontractors in the construction industry; and has registered for VAT where required;
- v. your client is a client when a compliance check by HMRC begins;
- vi. during a VAT or PAYE compliance visit, it is agreed that attendance by the representative is necessary and the matter cannot be dealt with by the client alone;
- vii. we give our prior consent to any appeal to a tribunal or court;
- viii. your client is a registered charity and is registered with HMRC to claim Gift Aid relief if HMRC is checking the client's Gift Aid compliance.

The Insurer Will Not Cover

1. Any claim or matter where any circumstances of it existed before your client became entitled to use the Croner Taxwise Premier Professional Client Service and about which you or your client knew or ought to have known.
2. Any compliance check
 - a. carried out under HMRC Code of Practice 9;
 - b. carried out under Code of Practice 8 or an enquiry held under Public Notice 160 or Section 60 or 61 of the VAT Act 1994 or any matters handled by Fraud Investigations Service of HMRC, Civil Investigations of Fraud Procedure or Contractual Disclosure Facility, unless at the conclusion of such check it is held that the client was not guilty of any fraud, fraudulent intent or serious irregularities;
 - c. by, with, arising from or on behalf of HMRC Criminal Taxes Unit or Criminal Intelligence Group;
 - d.
 - i. into, relating to or arising from an avoidance scheme reportable to HMRC under its Disclosure of Tax Avoidance Schemes (DOTAS) rules or any matter relating to marketed or promoted bespoke tax-planning arrangements outside the normal trade (regardless of whether a DOTAS disclosure applies); or
 - ii. carried out by, on behalf of, or arising from any HMRC counter-avoidance team;
 - e. concerning compliance with Tax Credits legislation (excluding Child Tax Credit enquiries), import VAT & duty or excise duties;
 - f. if the client has unreasonably failed to implement changes or corrections already identified and agreed with HMRC or has been identified as a deliberate defaulter by HMRC.
3. Any case referred to the General Anti-Abuse Rules Advisory Panel.
4. Taxes, fines, penalties, interest, compensation, damages or wages that the client may be required to pay.
5. Costs in respect of the routine presentation of the client's affairs, including:
 - a. the preparation, rectification and/or submission of accounts, records or statutory returns;
 - b. the reconciliation of annual accounts with VAT returns or the reconciliation of CIS returns with P35s;
 - c. reconstruction of books or records that have been poorly maintained;
 - d. auditing of client's books and/or records;
 - e. arriving at asset valuations including the cost of professional valuations;
 - f. obtaining and renewing dispensations;
 - g. compliance work that can normally be done by the client or any other work that should have been routinely done at the client's own expense.
6. The cost of reconciling unreconciled statutory returns and RTI data and the cost of providing accurate data in RTI returns.
7. Any criminal prosecution or a claim where the client has acted fraudulently.
8. Defending Employment or Industrial Tribunal or Civil Court legal proceedings.
9. Any representation costs if either at the start or during the course of the claim, you or the client is bankrupt or has filed a petition for bankruptcy or a winding-up petition or enters into a deed of arrangement with creditors or is in liquidation (except in the case of a Members Voluntary Liquidation).
10. Any representation costs if either at the start or during the course of a claim, the client ceases to be your client and no longer wishes you or us to act as its representative.
11. Fees incurred as a consequence of the policyholder's or representative's professional negligence, which would normally be covered under a Professional Indemnity Insurance Policy.
12. Any claim relating to any non-contracting party's right to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.