

Tax Enquiry Insurance Policy Summary



Introduction

Some important facts about 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 Vantage Protect and is available on request.

Insurer

This legal expenses insurance policy has been arranged by Rhino Trade Insurance Services in conjunction with Vantage Protect Ltd and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Rhino Trade Insurance Services is a trading style of Vantage Protect Ltd. Vantage Protect Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

Type of insurance and cover provided

Vantage Protect Tax Enquiry Insurance will cover up to £50,000 (a lower limit will apply to some elements of cover) of fees, expenses and other disbursements, less any policy excess that may apply, reasonably incurred should you become involved in any of the following enquiries or disputes:

This Policy Will Cover (PWC)
HMRC Enquiries and Investigations - An enquiry by HMRC into the policyholder's corporation tax or income tax self-assessment return following the issue of formal notification by HMRC.
Employer Compliance Disputes - A dispute with HMRC following a routine inspection into the operation of PAYE.
IR35 Disputes - 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).
VAT Disputes - An appeal against an assessment or written decision issued by HMRC.
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 Vantage Protect.	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 6
Professional fees incurred in respect of enquiries or disputes involving tax avoidance schemes.	PWNC 15
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, this Policy does not meet your insurance needs then please return it to Vantage Protect Ltd within 14 days from the day of purchase or the day on which *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.

Thereafter you may cancel the insurance cover at any time by informing Vantage Protect Ltd however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 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:

- a) Where *We* reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) *You* have not taken reasonable care to provide complete and accurate answers to the questions *We* ask.

If *We* cancel the policy and/or any additional covers *You* will receive a refund of any premiums *You* have paid for the cancelled cover, less a proportionate deduction for the time *We* have provided cover.

Where *Our* investigations provide evidence of fraud or misrepresentation, *We* may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *You* provided *Your* administrator / *Your* agent with incomplete or inaccurate information. This may result in *Your* policy being cancelled from the date *You* originally took it out and *We* will be entitled to keep the premium.

If *Your* policy is cancelled because of fraud or misrepresentation, this may affect *Your* eligibility for insurance with *Us*, as well as other insurers, in the future.

Making a claim

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

Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852100

Email: claims@vantageprotect.com

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
Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852050

Email: feedback@vantageprotect.com

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
London
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567

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

Website: <http://www.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.

If *You* have purchased the insurance policy online, *You* may also raise *Your* complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward *Your* complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling *Your* complaint than if *You* contact the Financial Ombudsman Service directly.

Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if Great Lakes Insurance SE 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 or call *Us* on 0800 678 1100 or 020 7741 4100.