

# Tax Investigation Insurance



## SERVICE AND POLICY SUMMARY

### Premier Professional

#### Benefits

The insurance will compensate you for your professional fees in representing your client in the event of an HMRC enquiry. The Policy covers any compliance check, visit or investigation by HMRC relating to your clients' tax affairs.

Additionally, when you purchase cover, you will have access to a Tax, VAT & Payroll Advice Line, at no extra charge, Monday to Friday, 9am to 5pm, to provide you with expert advice on any direct or indirect UK taxation query.

#### Demands and Needs

This product meets the demands and needs of any business that wants to protect its clients against the unplanned cost of professional fees, incurred in dealing with HM Revenue & Customs (HMRC) enquiries or disputes.

#### Summary of Cover

The Croner Taxwise Policy provides cover for up to £100,000 of professional fees, for each claim in respect of:

- Self-Assessment Enquiries.
- Schedule 36 interventions or inspections.
- VAT or PAYE Compliance Visits (where professional representation is necessary).
- Correspondence and disputes following a VAT or PAYE Compliance Visit.
- Status disputes.
- CIS disputes.
- National Minimum Wage enquiries.
- Inheritance Tax enquiries.
- Gift Aid enquiries.
- Child Tax Credit enquiries.
- Special Civil Investigations opened under Code of Practice 8 (limited to £15k and provided fraud is disproved).
- Stamp Duty Land Tax enquiries.

A copy of the full Policy Wording is available on request.

#### Key Exclusions and Limitations

The Policy does not cover fraud, criminal prosecutions, tax avoidance schemes, deliberate omissions, any tax, fines, penalties, or interest that your client may be required to pay, and any enquires that commence prior to the commencement date of the policy.

HMRC Code of Practice 8 Investigations (provided fraud is disproved) are subject to maximum indemnity of £15,000. Judicial Review is subject to a maximum indemnity of £5,000. Any insured incident must arise within the United Kingdom of Great Britain and Northern Ireland excluding the Isle of Man and the Channel Islands.

#### Policy Provider

The insurer in respect of this product is Irwell Insurance Company Limited (Irwell) which is authorised by the Prudential Regulation Authority (PRA) and is regulated by the Financial Conduct Authority (FCA) and the PRA (Financial Services Register number 202897) to conduct general insurance business under sections 13 & 17.

Payment options:

- Monthly Direct Debit.
- Monthly declaration payable by BACS or cheque.
- Collected directly from your clients by Croner-i via online payment portal, BACS or cheque.

#### Croner-i – Our Service

Croner-i Taxwise Protect is a trading name of Croner-i Limited, Croner House, Wheatfield Way, Hinckley, LE10 1YG (Tel: 0844 892 2473 email: hello@croneri.co.uk) which is authorised and regulated by the Financial Conduct Authority in respect of Insurance Mediation Services. Our Firm Reference Number (FRN) is 951415. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the FCA on 0800 111 6768. Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts. We are remunerated by commission paid to us by the insurer so you will not have to pay us a fee for our service.

#### Choosing to take cover

It is important that, before deciding to purchase cover, you consider whether the insurance is appropriate for you as we can only provide product information and cannot provide advice on the suitability of any Insurance Policy. You should read thoroughly all of the product literature before deciding whether to proceed. We can only provide cover from Irwell for whom we act in arranging insurance.

#### Policy Documents

On receipt of any policy documents issued to you, we strongly advise that you read the documents carefully as that documentation forms the basis of the insurance contract that has been purchased.

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### The Duty of Fair Presentation

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business. You must disclose every material circumstance which you know or ought to know, or failing that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

If in doubt about any point in relation to material circumstances and reasonable search, please contact us immediately.

### Policy Cancellation

Please contact us to notify of any cancellation. If you cancel your policy within the first 14 days of cover, or within 14 days of you receiving confirmation that cover is in place, whichever is the latest, we will provide you with a full refund of premium and your policy will be cancelled from inception. If you cancel after the first 14 days of cover, your policy will be cancelled from the date we receive your instructions and we will refund a proportionate part of the premium corresponding to the unexpired period of insurance. If a claim has been made against the policy, then any costs paid to you in respect of the claim will be deducted from the amount of premium rebate due. Commercial customers, who have agreed to the terms of the Two-Year Agreement, waive any right of cancellation.

### Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

### Client Money

We act for the insurer in collecting premium which means that your insurance is treated as having been paid to the insurer as soon as we receive it.

### Notification of Incidents/Claims

Please notify us immediately of all incidents that may result in a claim against your insurance policy.

### Communications/Documentation

We will issue all documentation to you in a timely manner. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. If documents are issued by electronic means or via an internet portal, paper documents are available free of charge on request.

### Confidentiality

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance. You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third-party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us, and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

### Complaints and Compensation

We welcome any feedback - positive or negative - so that we may improve our service to clients. Consequently, if you are dissatisfied with our service with regard to any aspect, including any element of the insurance indemnity or a claim resulting therefrom, we would ask you to contact the Managing Director at the above address or by phone - 01455 639110.

If you cannot resolve your complaint with us, you may be entitled to refer the matter to the Financial Ombudsman Service. Further information is available by calling the FOS on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk>

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at <http://www.fscs.org.uk>

### Applicable Law

The relationship between us as an insurance intermediary and you as a customer is governed by English Law. If there is a dispute which cannot be resolved under our complaints procedures it will be dealt with in the Courts of England and Wales.