

Fee Protection Insurance

Insurance Product Information Document

Company: Professional Fee Protection Limited

Product: Premier Plus
Business Cover

Professional Fee Protection Ltd is authorised and regulated by the Financial Conduct Authority. Firm Ref No 762631.
Registered in England No. 09569634. Registered Office: PFP House, 5 Sylvan Court, Basildon, Essex, SS15 6TH.

This document is a summary of the key information relating to this insurance policy. For complete pre-contractual and contractual information on this product please refer to the accompanying Terms of Business document. A copy of the master policy document, which provides full details of the terms, conditions and limitations of the cover, will be issued when your policy commences and is available from us on request should you require this before taking out cover. Cover is underwritten by International General Insurance Company (UK) Limited, who are registered in England and Wales (registration number 06870207) by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

What is this type of insurance?

We will insure you, in accordance with the policy terms and the schedule of insurance, against the professional fees of an approved consultant in dealing with a tax investigation arising from a valid claim which occurs and is notified to PFP during the period of insurance.



What is insured?

This policy covers representation costs up to £100,000 per claim or the indemnity limit specified should you become involved in any of the following insured events listed below.

Business Cover Provided:

- ✓ **A Full Enquiry** A Self-Assessment Full Enquiry which will include a request for sight of all books and records by HMRC.
- ✓ **An Aspect Enquiry** A Self-Assessment Aspect Enquiry by HMRC into one or more specific aspects of a Self-Assessment return.
- ✓ **A Business Inspection Notice (up to £2000)** This is where HMRC exercise their power to request entry to a person's business premises and inspect the business premises, assets, goods and documents. It will feature the approval of an "Authorised Officer" of Revenue & Customs and the issue of an Inspection Notice for a short notice or unannounced visit or where the proposed inspection has been approved by the First-Tier Tribunal. The notice will be issued under Schedule 36 paragraph 12(2) FA 2008.
- ✓ **VAT/PAYE/CIS Compliance Visit (up to £2000)** This is where HMRC wish to carry out a routine VAT/PAYE/CIS Compliance Visit where it is considered that professional representation is necessary and the matter cannot be dealt with by the client alone.
- ✓ **VAT Disputes** This is a challenge by HMRC to the accuracy or completeness of returns submitted. It will feature a disagreement over both the way in which VAT has been operated and over the amount of VAT due.
- ✓ **PAYE/NIC/CIS Disputes** This is a challenge by HMRC to the accuracy of returns submitted in accordance with Pay As Your Earn/CIS Regulations. It will feature a disagreement over both the way in which PAYE/CIS has been operated over the amount of PAYE/NIC due.
- ✓ **Employment Status Disputes** Where HMRC state an individual previously classed as self-employed should have been subject to PAYE.
- ✓ **IHT Cover (up to £5000)** This relates to an estate where an accountants' involvement is considered necessary following the submission of an IHT return which has been wholly prepared by the same approved consultant as shown on the schedule of insurance.
- ✓ **Gift Aid Inspections (up to £2000)** Where the client is a registered charity operating a Gift Aid Scheme with HMRC which is being reviewed by HMRC.
- ✓ **Partners/Directors Cover** Where a partnership or limited company take out a policy a claim can also be made in the event of either an aspect or full enquiry into the personal returns of the partners and directors and their spouses and company secretaries (on the basis the approved consultant prepares their tax returns). This automatic cover will not extend to rental income in excess of £50,000 per annum before expenses or any other business activities.
- ✓ **Application for a Judicial Review (up to £5000)** This is an application (during the course of a valid claim under the policy) to the Administrative Court to challenge a decision of an official where no other legal recourse is available to the applicant.
- ✓ **Code of Practice 8 Investigation (up to £5000)** This is where HMRC Specialist Investigations conduct an investigation in accordance with Code of Practice 8.
- ✓ **IR35 Status Check** Where HMRC write asking if it has been considered whether the client falls within the scope of IR35.
- ✓ **IR35 Disputes** This is where HMRC states a client should be subject to the IR35 legislation following a PAYE Compliance Visit or the issue of a notice under paragraph 24(1) Schedule 18 FA 1998. It will feature a disagreement over whether this legislation applies
- ✓ **Interventions Cover (Informal Enquiries) (up to £2000)** This is where HMRC issue a routine letter or telephone call with a view to obtaining clarification on particular points on a self-assessment tax return without the issue of a statutory notice and not dealt with or excluded under any other section of this policy.

Personal Tax Cover Provided:

- ✓ A Full Enquiry
- ✓ An Aspect Enquiry
- ✓ IHT Cover (up to £5000)



What is not insured?

- ✗ Claims arising from any circumstances we or you ought to have known about before you were covered by the policy.
- ✗ Any claim involving the Civil Investigation of Fraud procedure (Code of Practice 9) or Specialist Investigations/Fraud Investigations Office except where a Code of Practice 8 Booklet has been issued.
- ✗ Investigations carried out under Section 60 headed "VAT evasion: conduct involving dishonesty" of the VAT Act 1994.
- ✗ Criminal prosecutions.
- ✗ CIS Gross Payment Status Disputes.
- ✗ Minimum Wage, Student Loan and Tax Credit Enquiries.
- ✗ Representation costs incurred without PFP's consent.
- ✗ Enquiries into the domicile of the taxpayer.



Are there any restrictions on cover?

- ! In respect of Self-Assessment Enquiries and Accounts Investigations, tax returns must have been submitted no later than 90 days after the statutory filing deadlines and any chargeability to tax notified to HMRC on time.
- ! There must be good prospects of reducing any alleged liability to tax or National Insurance Contributions.



Where am I covered?

- ✓ This policy covers you for the listed insured incidents in Great Britain and Northern Ireland when you are investigated by HMRC.



What are my obligations?

- **Important:** This is a “claims made” insurance. Claims must be received by us in writing during the period of insurance
- All reasonable care must be taken by you and any appointed persons or firms to prevent a claim and to minimise costs.
- All returns and accounts must be properly prepared. Any failure which can prompt an enquiry or dispute will invalidate cover.
- Any increase or alteration in risk must be notified to us immediately. Failure to do so may invalidate any claim.
- You must take reasonable care to give us complete and accurate answers to any questions we ask whether you are taking out, renewing or making any change to your policy.
- It is a policy requirement that the premium is paid in full for the policy year. If premiums are not paid in full this will limit the liability of the insurer in the event of a claim. If underpayment of the premium arises out of failure to disclose additional information, the insurer shall be entitled to treat the policy as void, in which event, the latest premium will be returned to you.
- You must at all times during the course of a claim
 - give a full and truthful account of your affairs;
 - co-operate with Professional Fee Protection Ltd.'s or appointed advisors advice.



When and how do I pay?

The premiums are payable in full annually. We accept payment via Direct Debit, cheques made payable to Professional Fee Protection Limited or by credit or debit card.



When does the cover start and end?

- This is an annual policy unless we advise you otherwise.
- Cover will only commence after we have received the premium, unless otherwise agreed.
- Your cover start and expiry date will be detailed in your policy ‘Schedule of Insurance’ which will be issued when your policy commences.



How do I cancel the contract?

We hope you are happy with the cover this policy provides. However, if after reading the Schedule of Insurance, this policy does not meet your insurance needs then please return it to PFP within 14 days from purchase or the day 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 PFP however no refund of premium will be payable. All policy cancellations are required in writing or by email. You can write to us at Professional Fee Protection Ltd, PFP House, 5 Sylvan Court, Basildon, Essex, SS15 6TH or you can email us at info@pfp.uk.com quoting your policy reference number shown on the Schedule of Insurance.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the insured at his last known address. Provided the premium has been paid in full the insured shall be entitled to proportionate rebate of the premium in respect of the unexpired period showing on the Insurance.