



LARSEN  
HOWIE

**IR35 TAX INVESTIGATION & LIABILITIES INSURANCE  
POLICY SUMMARY**

LH-DOC90-4

## IR35 Tax Investigation & Liabilities Insurance

This is a Key Facts document about the IR35 Tax Investigation & Liabilities insurance policy; it is a policy summary and does not contain the full terms and conditions of the Policy, which can be found in the insurance Policy itself. It is important that You read the full policy document carefully if You decide to buy the Policy.

A copy of the policy wording is available on request. To request a copy, please contact Larsen Howie Limited on 0116 380 0400 or email [customer.service@larsenhowie.co.uk](mailto:customer.service@larsenhowie.co.uk). We recommend that you review your cover periodically to ensure that it continues to meet your needs.

### Name of the Insurer

The Insurer is LAMP Insurance Company Limited, Suite 822, Europort, PO Box 708, Gibraltar, Company registration number 93562. LAMP Insurance Company Limited is authorised and regulated by the Chief Executive of the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act to carry on insurance business.

### Name of the Administrator

This Policy has been arranged by Strategic Insurance Services Limited and is sold and administered by Larsen Howie Limited. Strategic Insurance Services Limited and Larsen Howie Limited are authorised and regulated by the Financial Conduct Authority. Larsen Howie Limited will address any queries You may have and handle any Policy changes or adjustments, payments, cancellations and/or Claims.

### Type of Cover Provided

IR35 Tax Investigation & Liabilities insurance provides indemnity for the Professional Fees, expenses, costs and other disbursements incurred in representing You against a HMRC enquiry and/or investigation, and potential taxes, interest and penalties applied against You at the conclusion of the Claim.

This is a 'claims made' insurance, which means that the Policy will only cover:

- a) insured events which occur during the Period of Insurance, and
- b) Claims notified to Larsen Howie Limited during the Period of Insurance or the Reporting Period.

The Policy insures You up to the Limit of Indemnity in respect of Any One Claim. The Policy wording, Key Facts, Policy Schedule and any addendum should be considered as one document. Any information supplied by You (including, but not limited to, the information supplied in application for this Policy) all forms part of the contract.

### Eligibility

To be eligible for cover under this Policy You must:

- not have been subject to a VAT, PAYE or NIC inspection and/or an HMRC enquiry into Your self-assessment tax return (personal and/or corporate) in the last three years;
- be able to exercise a right of substitution with Your client(s);
- have autonomy over Your method of work and not be subject to the same level of supervision or control as Your clients' employees;
- have business insurances, such as Professional Indemnity, Employers/Public Liability in place;
- not be aware of any discrepancies between Your company's contract with Your agency and Your agency's contract with Your end client;
- not have been employed directly by any of Your clients in the 12 months prior to commencing work under a contract for services;
- not be aware, nor any of the proprietors, partners, directors or senior management be aware, of any fact or circumstance that could lead to a claim being made against this insurance;
- not, nor any of the proprietors, partners, directors or senior management, ever have been declared bankrupt/insolvent, or the subject of bankruptcy proceedings, or been the subject of a County Court Judgement or the Scottish equivalent.

### Significant Features and Benefits

Benefit	Policy Wording Section Reference
Professional Fees following a formal HMRC notification of an investigation or enquiry or compliance check into Your personal, corporate and/or partnership Self-Assessment Tax Return(s)	What Is Covered - Section 1
Professional Fees in respect of an investigation by HMRC Fraud Investigation Service under Code of Practice (COP) 8, provided that You have not acted fraudulently in preparing Your tax returns and have not been party to a Tax Avoidance Scheme	What Is Covered - Section 1
Professional Fees following a formal HMRC notification of a compliance check or investigation into Your PAYE affairs	What Is Covered - Section 2
Professional Fees in respect of a dispute following a compliance check, visit or inspection by HMRC into Your VAT affairs	What Is Covered - Section 3
Professional Fees in respect of a HMRC enquiry into Your Employment Status by virtue of IR35	What Is Covered - Section 4
Any additional tax, interest and penalties (less any further tax reliefs available as a result) arising out of the conclusion of a Claim made under Section 4	What Is Covered - Section 5

Benefit	Policy Wording Section Reference
Professional Fees following an enquiry by HMRC in to Your affairs under the Settlements Legislation (formerly known as S.660A)	What Is Covered - Section 6
Any additional tax, interest and penalties (less any further tax reliefs available as a result) arising out of the conclusion of a Claim made under Section 6	What Is Covered - Section 7
Professional Fees where there is no alternative remedy to a HMRC decision and that decision is within the scope of Judicial Review	What Is Covered - Section 8

### Significant Exclusions and Limitations

Exclusion/Limitation	Policy Wording Section Reference
A Claim involving circumstances known at the inception of this Policy	What is not Covered 4
A Claim arising directly from a HMRC enquiry or dispute prior to the inception of this Policy	What is not Covered 2 and 4
Professional Fees Incurred without the consent of Us or Larsen Howie Limited	Conditions of Cover – Claims Settlement 1, 2, 3
Professional Fees relating to attendance at a routine inspection(s) undertaken by HMRC or routine correspondence prior to the dispute or assessment being raised	What is not Covered 8
Where You have deliberately sought to evade tax or where fraud is established	What is not Covered 14, 26, 28
Any costs associated with the gathering of evidence required to establish whether Your case has Reasonable Prospects of Success	What is not Covered 7
Tax returns which are submitted late	What is not Covered 18
Enquiries or dispute involving tax avoidance schemes	What is not Covered 28
Where You are deemed to be a Managed Service Company	Conditions of Cover - General 9
Enquiries or disputes with revenue authorities whose jurisdiction is outside the Territorial Limits, being the United Kingdom of Great Britain and Northern Ireland (excluding the Isle of Man and the Channel Islands).	What is not Covered 1

### Making a Claim

If You need to make a Claim under this insurance, in the first instance please contact Larsen Howie Limited:

By email: [claims@larsenhowie.co.uk](mailto:claims@larsenhowie.co.uk)  
 By telephone: 01163 805 652  
 By post: Claims Department,  
 Larsen Howie,  
 Offices 8 & 9,  
 Burrough Court,  
 Burrough-on-the-Hill,  
 Melton Mowbray,  
 Leicestershire,  
 LE14 2QS

All Claims must be made as soon as reasonably possible upon discovery of an incident.

### Duration of the Policy

Your insurance starts at the time of purchase, renewal date or Policy start date, whichever is the later and lasts for a period of twelve months provided You pay for Your premium when it is due. The annual premium You pay is confirmed at the time of purchase or renewal.

### Cooling Off Period

If You decide that for any reason that this Policy does not meet Your insurance needs, then please return it to Larsen Howie Limited at the address shown on Page 6 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, Larsen Howie Limited will then refund Your premium in full.

### Cancellation Right

If You wish to cancel Your Policy after 14 days, You can do so at any time by informing Larsen Howie Limited and giving them 30 days' notice. You will receive a pro-rata refund of premium, providing no Claims have been made or are pending.

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 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):

- Where We reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with Policy terms and conditions, e.g. You are no longer eligible for this insurance
- You have not taken reasonable care to provide complete and accurate answers to the questions We ask

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 Us with incomplete or inaccurate information, which may result in Your Policy being cancelled from the date You originally took it out.

If We cancel the Policy and/or any additional covers You will receive a refund of any premium You have paid for the cancelled cover, less a proportionate deduction for the time We have provided cover, unless the reason for cancellation is fraud and/or We are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

### Complaints

LAMP Insurance Company Limited aims to provide a first class service at all times. Larsen Howie Limited should be able to address any issues or cause for concern in the first instance, and will be able to provide You with a copy of their complaints procedure:

Feedback Department  
Larsen Howie  
Offices 8 & 9, Burrough Court  
Burrough-on-the-Hill  
Melton Mowbray  
Leicestershire  
LE14 2QS

Tel: 01163 805 650  
Email: [feedback@larsenhowie.co.uk](mailto:feedback@larsenhowie.co.uk)

A copy of LAMP Insurance Company Limited's complaints procedure is available on Our website at [www.lampinsurance.com](http://www.lampinsurance.com), or You can request a copy to be posted or emailed to You by contacting us:

LAMP Services Limited,  
Chester House,  
Harlands Road,  
Haywards Heath,  
West Sussex,  
RH16 1LR.  
Tel: 01444 451 752.  
Email: [info@lampinsurance.com](mailto:info@lampinsurance.com)

### Financial Services Compensation Scheme

LAMP Insurance Company Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if LAMP Insurance Company Limited cannot meet its obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or contacted by telephone on 0207 892 7300.

### Law Applicable

Unless some other law is agreed in writing, this Policy is governed by the law of England and Wales. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which Your main residence is situated.





**LARSEN  
HOWIE**

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Offices 8 & 9, Burrough Court  
Burrough-on-the-Hill  
Melton Mowbray  
Leicestershire  
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