



LARSEN
HOWIE

IR35 TAX INVESTIGATION & LIABILITIES INSURANCE POLICY WORDING

LH-DOC91-4



www.larsenhowie.co.uk

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IR35 Tax Investigation & Liabilities Insurance

This Policy has been arranged by Strategic Insurance Services Limited and is sold and administered by Larsen Howie Limited.

It is underwritten by 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.

Strategic Insurance Services Limited and Larsen Howie Limited are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Introduction

This insurance Policy has been provided based on the information You have given. If any of this information is incorrect, or changes during the term of the Policy, please inform Larsen Howie Limited at the earliest opportunity so as to ensure that Your cover remains fully effective and in force.

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.

Operation of Cover

The statement and declaration from Your application for this Policy, together any endorsements issued, the Policy Wording and the Policy Schedule, should be read together and form the contract of insurance.

In return for the payment of Your premium We will provide the insurance cover detailed in this Policy document, subject to the terms, conditions and limitations shown below or as amended by Us during the Period of Insurance.

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.

Duration of Cover

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.

Information and Changes We Need to Know About

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- supply accurate and complete answers to all the questions We or Larsen Howie Limited may ask as part of Your application for cover under the Policy;
- make sure that all information supplied as part of Your application for cover is true and correct;
- tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in line with the requirement of the Act may mean that Your Policy is invalid and that it does not operate in the event of a Claim.

Please tell Us if there are any changes to the information completed in the application process or on the Policy Schedule. In particular You must tell Us if:

- There is a change in Your professional circumstances
- You change address
- You change profession
- You or any employee of Your company receive a criminal offence conviction (other than for motoring offences)

If You are in any doubt please contact the Customer Service Department on 0116 380 0400 or write to Customer Service Department, Larsen Howie, Offices 8 & 9, Burrough Court, Burrough-on-the-Hill, Melton Mowbray, Leicestershire, LE14 2QS.

When We are notified of a change We will tell You if it affects Your Policy, whether We are able to accept the change and, if so, whether it will result in any revision to the terms being applied to Your Policy.

If the information provided by You is not complete or accurate:

- We may cancel Your policy and refuse to pay any Claim, or
- We may not pay any Claim in full, or
- We may revise the terms and/or change the Excess, or
- The extent of the cover may be affected.

Definitions

The words defined below have the same meaning wherever they appear in this Policy or the Policy Schedule.

Any One Claim

All Claims consequent upon the same original cause, event or circumstance. A HMRC investigation into a later year's Self-Assessment Return, where a previous year's Self-Assessment Return is still subject to an open enquiry, shall be deemed to be Any One Claim.

Claim

A Claim under this Policy for Professional Fees following an Insured Event covered by this Policy and shown as operative in the Policy Schedule.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic Data

Facts, data and information stored on a computer or any other electronic storage device.

Employment Status

Your perceived position with regard to HMRC's definition of 'self-employment' and whether You are employed or self-employed for tax, National Insurance contributions (NICs) and/or VAT purposes.

Excess

The amount specified in the Policy Schedule that You must pay in respect of Any One Claim before We shall be liable to make any payment for any additional tax, interest and penalties arising out of the conclusion of a Claim.

HMRC

Her Majesty's Revenue & Customs.

Incurred

Professional services carried out by the Professional Representative for which for they have, or may, render an invoice.

Insured Event

The date on which HM Revenue & Customs first notifies You, in writing, of its intention to make enquiries or that a dispute exists.

Larsen Howie Limited

The insurance intermediary who is authorised to administer this insurance and any Claim under it, on behalf of the Insurer.

Limit of Indemnity

The amount specified in the Policy Schedule as the maximum amount payable by Us in respect of Any One Claim.

Managed Service Company

As defined by Chapter 9 of The Income Tax (Earnings and Pensions) Act 2003 and any amending or substituting legislation.

Period of Insurance

The period for which We agree to provide this insurance, as shown on the Policy Schedule.

Policy

This document, which details the terms and conditions of the insurance contract, and is issued by Us via Larsen Howie Limited for the first period of cover. On renewal new Policy documentation will be issued to You.

Policy Schedule

The certificate issued to You that specifies details of the cover under the Policy.

Preferred Tax Consultancy

A tax expert or Counsel that Larsen Howie Limited chooses to provide tax consultancy services. These specialists are chosen as they have the proven expertise to deal with Your Claim and must comply with Larsen Howie Limited's agreed service standard levels.

Professional Fees

A reasonable and customary amount in respect of all fees, expenses and disbursements necessarily Incurred by the Professional Representative in respect of work carried out on Your behalf in connection with a Claim under this Policy.

Professional Representative

The Preferred Tax Consultancy Firm, accountant or other suitably qualified person Larsen Howie Limited appoints to represent and act on Your behalf in accordance with the terms of this Policy.

Reasonable Prospects of Success

The prospect that You will win the Claim under the Policy against HMRC, defend any sums alleged due by HMRC and avoid any liability payment under the Policy, being at least 60%. Larsen Howie Limited or the Preferred Tax Consultancy will assess on Your behalf, from the evidence You have provided, whether there are Reasonable Prospects of Success.

Reporting Period

A period of 45 days which begins on the first day after the expiry of the Period of Insurance during which a Claim can be reported and subject to the Insured Event occurring during the Period of Insurance.

Statutory Return Time Limit

The deadline set by HMRC for a statutory return to have been submitted and received by them. For a statutory return to be regarded as having been submitted to HMRC within the statutory time limits HMRC must have deemed it so and the filing date must not allow HMRC the right to extend their enquiry window beyond the standard limit of 12 months post the due filing date.

Tax Avoidance Scheme

Arrangements that involve contrived, artificial transactions that serve little or no purpose other than to gain a tax advantage and that Parliament never intended, regardless of the fact that the scheme may be registered under the Disclosure of Tax Avoidance Schemes (DOTAS) regime. This includes, but is not limited to, a tax planning arrangement:

- a) where HMRC has allocated a DoTAS number for inclusion on the relevant self-assessment return;
- b) where HMRC would have issued a DoTAS number, had they been notified about the tax planning arrangement;
- c) of a bespoke nature outside the normal trade, including but not limited to film partnerships or schemes, artificial losses or loan arrangements;
- d) referred to the General Anti-Abuse Rules Panel.

Tax Tribunal

The two tier system comprising the First-Tier Tribunal and the Upper Tribunal.

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands.

VAT

Value Added Tax.

We/Us/Our/Insurer

The insurer of this Policy, LAMP Insurance Company Limited.

You/Your/Yourself

The organisation or individual specified in the Policy Schedule. In respect of 'What is Covered' Section 1, cover is extended in a personal capacity to the director or partner of the organisation or individual specified in the Policy Schedule, provided they receive income of no more than £20,000 per annum from sources external to those provided by the organisation or individual specified in the Policy Schedule and providing You have paid the appropriate additional premium.

What is Covered

The sections of cover applicable are as specified in the Policy Schedule.

In return for the payment of the premium, We will provide the insurance cover detailed in this Policy, subject to the terms, conditions and limitations shown below, or as amended in writing by Us during the Period of Insurance.

Section 1. HMRC Investigations, Enquiries, Compliance Checks & Disputes

We will pay Professional Fees:

- (a) 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);
- (b) In respect of an investigation by HMRC Fraud Investigation Service under Code of Practice (COP) 8 and any amending or substituting legislation, provided that You have not acted fraudulently in preparing Your tax returns and have not been party to a Tax Avoidance Scheme.

Section 2. HMRC Pay As You Earn (PAYE) Compliance Checks & Disputes

We will pay Professional Fees following a formal HMRC notification of a compliance check or investigation into Your PAYE affairs, including any subsequent dispute arising out of such compliance check or investigation due to HMRC challenging Your operation of any aspect of PAYE matters.

Section 3. VAT Compliance Checks, Visits, Inspections & Disputes

We will pay Professional Fees in respect of a dispute following a compliance check, visit or inspection by HMRC into Your VAT affairs.

Section 4. IR35 Employment Status Enquiries & Disputes

We will pay Professional Fees in respect of a HMRC enquiry in to Your Employment Status by virtue of Part 2, Chapter 8 of the Income Tax (Earnings and Pensions) Act (ITEPA) 2003 (commonly referred to as IR35) and any amending or substituting legislation or the PAYE and NIC Regulations.

Cover under Section 4 extends up to and includes any appeal to the First Tier Tax Tribunal but not beyond.

Section 5. IR35 Employment Status Enquiries & Disputes - Tax, Interest & Penalties

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 of this Policy, other than for deliberate behaviours as defined by Schedule 24, Finance Act 2007 and any amending or substituting legislation.

Section 6. Settlements Legislation (S.660A) Enquiries & Disputes

We will pay Professional Fees following an enquiry by HMRC in to Your affairs under the Settlements Legislation (formerly known as S.660A), Chapter 5, Part 5 Income Tax (Trading & Other Income) Act (ITTOIA) 2005 and any amending or substituting legislation.

Section 7. Settlements Legislation (S.660A) Enquiries & Disputes - Tax, Interest & Penalties

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 of this Policy, other than for deliberate behaviours as defined by Schedule 24, Finance Act 2007 and any amending or substituting legislation.

Section 8. Judicial Review

We will pay Professional Fees, at Our sole discretion, where there is no alternative remedy to a HMRC decision and that decision is within the scope of Judicial Review, i.e. illegal, irrational, unfair or procedurally improper, a breach of legitimate expectations or a breach of a person's human rights under the Human Rights Act 1998 and any amending or substituting legislation.

What is Not Covered

This Policy will not cover:

1. any claim made, brought or commenced outside the Territorial Limits;
2. any claim occurring outside of the Period of Insurance, and/or notified outside of the Period of Insurance or the Reporting Period;
3. any Professional Fees Incurred before written acceptance of the claim by Larsen Howie Limited;
4. any claim relating to or arising from any cause, event or circumstance occurring prior to, or existing at inception of, this Policy, and which You knew (or ought reasonably to have known) might give rise to a claim under this Policy;
5. the cost of any professional valuations;
6. any amount in excess of the Limit of Indemnity;
7. any costs associated with the gathering of evidence required to establish whether Your case has Reasonable Prospects of Success;
8. any Professional Fees for attendance at routine inspections, including compliance visits, or routine correspondence prior to a dispute or assessment being raised;
9. any investigation, enquiry, check or dispute which does not hold Reasonable Prospects of Success. Where Your case has multiple lines of enquiry, You shall be responsible for any Professional Fees Incurred (or the proportion thereof) in relation to any lines of enquiry which do not hold Reasonable Prospects of Success;
10. any claim where You are not eligible for this Policy;
11. the payment of any penalties imposed by HMRC arising as a result of Your deliberate or reckless act;
12. any amount in the event of deliberate or reckless misrepresentation or non-disclosure by You;
13. any amount in the event of Your non-cooperation. You must co-operate with and give full, proper and truthful information and instructions to Larsen Howie Limited, to the Professional Representative and to Us, if We request it. If You fail to do so:
 - a. this Policy shall be treated as void from the time immediately before the non- co-operation starts; and
 - b. We shall recover from You any amounts Incurred by Us during such period of non-compliance with this section. Upon You recommencing compliance, this Policy shall be re-instated, but without prejudice to Our rights accrued prior thereto;
14. any claim under this Policy which is in any respect fraudulent and/or dishonest or if any fraudulent and/or dishonest means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy;
15. any incident which arises directly from a HMRC enquiry or dispute prior to the commencement of this Policy;
16. the defence of any criminal proceedings;
17. any claim arising from Your intentional wrongdoing or an act or omission with negligent disregard as to its consequences;
18. any claim arising from an enquiry into Your tax return, or an amendment to Your tax return, or any other statutory return, that was not submitted within the Statutory Return Time Limit;
19. any claim arising from an enquiry where there was an absence of a tax return and HMRC had not been notified of chargeability to tax within the Statutory Return Time Limit;
20. any enquiry following the correction of a self-assessment return where the error requiring rectification was due to a deliberate act by You (or Professional Representative) or any other representative, or where You refused HMRC's reasonable request for rectification of the self-assessment return;
21. preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any Professional Fees Incurred for the routine presentation of Your affairs, including the reconciliation of annual accounts with VAT returns;
22. any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002 and any amending or substituting legislation;
23. any Counsel's fees or Preferred Tax Consultancy's fees unless they have been appointed by Larsen Howie Limited or Us in order to determine whether Your case has Reasonable Prospects of Success;
24. any appeal after a Tax Tribunal hearing in connection any Claim made under Section 4 IR35 Employment Status Disputes;
25. any amount or circumstance, along with any fines or any other duties which may be imposed upon You or the Professional Representative, unless otherwise provided for in this Policy;
26. any circumstances where public policy would, or is designed to, prevent it from being insured against;
27. any taxes, interest or penalties which are recoverable through Corporation Tax deductions arising in any year;
28. any circumstance where You have adopted a Tax Avoidance Scheme;
29. any Professional Fees or other reasonable costs which You should or would have had to incur irrespective of any dispute.
30. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
31. any consequence, howsoever caused, including but not limited to a Computer Virus or Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted;
32. any dispute between You and Us, Larsen Howie Limited or Professional Representative;
33. any loss or cost directly or indirectly caused by or contributed to by:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
34. any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights;
35. any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood;
36. any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Conditions of Cover - General

1 Due Observance

You must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy.

2 Cancellation

If You wish to cancel Your Policy after the 14 day cooling off period, You can do 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
- You have not taken reasonable care to provide complete and accurate answers to the questions We ask

Where investigations provide evidence of fraud or a serious non-disclosure, 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 premiums 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.

3 Disputes

In the event of any dispute or difference whatsoever arising out of this insurance or any Claim made, the matter shall be referred to an arbitrator, who shall be solicitor or barrister, who You and We agree on in writing.

If an arbitrator cannot be agreed then the President of the Law Society in England and Wales, or an equivalent legal professional body in Scotland or Northern Ireland will choose one. The decision of the arbitrator shall be final and binding on both parties. The arbitrator will decide who should pay the costs of the arbitration. If costs are awarded against You, they are not covered under this Policy. This arbitration condition does not affect Your rights to take separate legal action.

4 Audit

You shall authorise Larsen Howie Limited and any Professional Representative to allow Us or Our auditors access to all reports and opinions that We ask to see including Your complete file, even if Your Claim and/or proceedings are continuing or the case papers are privileged.

5 Insolvency

In the event of You becoming insolvent during the course of any Claim that We have provided Our consent to, We shall cease to continue to cover any Professional Fees, taxes or interest with immediate effect.

6 Minimising Claims

You must take all necessary measures to minimise the risk or likelihood of a Claim arising.

We may restrict the amount claimed if You have not:

- a) taken all reasonable steps to minimise the cost and effect of any enquiry or dispute involving HMRC;
- b) observed the requirement of taxpayers to maintain records as required under the self-assessment regulations and, in the case of a corporation, maintained records and books of account in accordance with the Companies Regulations 1995 and any amending or substituting legislation;
- c) given the Professional Representative full co-operation and information including a full and truthful account of Your affairs and all relevant documentary or other evidence.

7 Offers of Settlement

It is a condition precedent to Our liability that You must inform Larsen Howie Limited in writing as soon as any offer to settle the subject matter of the Claim is received and/or You propose to make an offer of settlement. No indemnity will be provided if You enter into any agreement to settle without the prior written consent of Larsen Howie Limited or Us, and such consent will not be unreasonably withheld. We shall be entitled to recover from You any Professional Fees previously paid.

If You unreasonably reject an offer of settlement which We, Larsen Howie Limited, or the Preferred Tax Consultancy recommend acceptance of, or make an offer which We, Larsen Howie Limited, or the Preferred Tax Consultancy do not agree with, no further indemnity shall be provided. We may at Our absolute discretion decide to pay You the amount of damages that You are claiming or is being claimed against You instead of indemnifying You for Professional Fees. Where We exercise this discretion We will cease to be liable Professional Fees.

8 Capital Gains Valuations

Where a valuation is required as a result of an enquiry involving Capital Gains and where the tax return in question was submitted without a proper valuation being carried out by a suitably qualified person We reserve the right to limit fees relating to a qualified valuation specialist to no more than £350 excluding VAT.

9 Managed Service Companies

Where You are deemed by HMRC to be a Managed Service Company no cover is provided under Section 5. IR35 Employment Status Enquiries & Disputes - Tax, Interest & Penalties, and Section 7. Settlements Legislation (S.660A) Enquiries & Disputes - Tax, Interest & Penalties.

10 Written Contract for Services

No cover is provided under Section 4. IR35 Employment Status Enquiries & Disputes, Section 5. IR35 Employment Status Enquiries & Disputes – Tax, Interest & Penalties, Section 6. Settlements Legislation (S. 660A) Enquiries & Disputes, Section 7. Settlements Legislation (S.660A) Enquiries and Disputes – Tax, Interest & Penalties, and Section 8. Judicial Review where You have not been issued with a contract for services for each contract worked on, or where You have not strictly adhered to the terms of each written contract for services.

11 Change in Claims Handler

You must notify Us immediately You become aware (before the conclusion of Your Claim) of Your Professional Representative or Larsen Howie Limited ceasing to trade, entering into administration or otherwise making arrangements with his/her creditors, whether by insolvency, insolvency process or otherwise; if this happens:

- a. We may recommend that You terminate the retainer with the Professional Representative/Larsen Howie Limited immediately and transfer Your Claim to another claim handler of Our choice. If You object to Our choice, You may indicate Your own preference;
- b. the new claim handler shall operate under the terms and conditions of the arrangements and contract We have or had with Larsen Howie Limited; if the new claim handler is Your preference Your new claim handler must agree to our terms and conditions;
- c. if, following Our recommendation, You do not terminate Your retainer, refuse to arrange the transfer or do not cooperate in the transfer, We may, after 21 days following Our recommendation, cancel this Policy with effect from its inception and the Premium thereof shall be forfeited;
- d. neither We nor You shall select a new Professional Representative/claim handler to the detriment of the other's interests.

12 Governing Law

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.

Conditions of Cover - Claims Settlement

1 Notification of Claims

It is a condition precedent to Our liability that Larsen Howie Limited be notified during the Period of Insurance and Reporting Period immediately You become aware of any cause, event or circumstance which has given or may give rise to a Claim involving Yourself. Where such notification has been given, We agree to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance and Reporting Period. You or the Professional Representative must advise Us or Larsen Howie Limited of any Claim prior to incurring any Professional Fees and during the Period of Insurance or Reporting Period.

2 Insurer's Consent

It is a condition precedent to Our liability that Our consent to incur Professional Fees must firstly be obtained in writing. This consent will be given by Larsen Howie Limited on Our behalf if You can satisfy them that Reasonable Prospects of Success exist. This requires that:

- a. You have a reasonable prospect of either pursuing or defending a Claim;
- b. The Professional Representative would advise a paying party of moderate financial means to proceed with the Claim;
- c. The benefits likely to be obtained by proceeding with the Claim justify the likely costs; and
- d. The Professional Representative considers it reasonable in all circumstances that the Claim should proceed.

Where a Claim is made in respect of a status enquiry as covered in 'This Policy Will Cover' Section 5, consent will be given up to and including a Tax Tribunal hearing, provided the Professional Representative has managed the dispute from inception including attendance at the compliance and/or control review or routine inspection undertaken by the HMRC into the operation of PAYE.

The opinion of the Professional Representative will be taken into account in determining the whether a Claim has Reasonable Prospects of Success. If We are not satisfied that there are Reasonable Prospects Of Success in the enquiry or dispute Our consent will not be given. If You proceed without consent no cover will be provided.

We reserve the right to limit Our consent by time and/or financial amount of Professional Fees to allow for a review of Our continued consent.

We will withdraw Our consent if facts become known which mean that a particular Claim would not have been accepted under the terms and conditions of this Policy. If You or the Professional Representative make a fraudulent or false Claim, this Policy shall become void, any premiums shall be forfeited and any indemnity paid shall be recoverable by Us from You.

3 Instruction and choice of Professional Representative and Counsel

In all situations Larsen Howie Limited will choose the Professional Representative, unless there is a conflict of interest between You and the Professional Representative, in which event You are free to choose an Professional Representative to act in Your name and on Your behalf in any Claim to which Larsen Howie Limited has consented. In selecting the Professional Representative You shall have regard to the duty to minimise the cost of any Claim. In all cases the Professional Representative shall be appointed in Your name and on Your behalf.

A dispute arising from Your choice may be referred to arbitration in accordance with Conditions of Cover - General 3.

You must not, without the written consent of Larsen Howie Limited, enter into any agreement with the Professional Representative as to the basis of calculation of Professional Fees.

4 Information and Particulars

We and Larsen Howie Limited will be entitled to obtain from the Professional Representative any information or particulars, whether privileged or not, relating to a Claim. On request You will give the Professional Representative any instructions necessary to secure the required access.

5 Payment of the Professional Representative's Invoices

We will pay the Professional Representative's invoices for Professional Fees up to the Limit of Indemnity only if satisfied that the charges are reasonable and have been properly Incurred. Interim invoices will be paid provided You acknowledge that We will be entitled to recover such payments if for any reason We deem the cover void. The payment of some Professional Fees does not imply that all Professional Fees will be paid.

6 Recovery of Costs

Whenever You are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to Us. Whenever You receive damages compensation or monies of any kind in an adjudication or subsequent litigation these shall be first used to pay the adjudication expenses or repay Us any adjudication expenses We have already paid.

You and the Professional Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, We reserve the right to recover Our costs from such settlement first. Where such a settlement is paid in instalments all costs to Us shall be paid first.

7 Value Added Tax

We will not be liable to pay any Value Added Tax (VAT) charged by the Professional Representative to You where such VAT can be recovered from HMRC.

Making a Claim

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

Complaints Procedure

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

A copy of LAMP Insurance Company Limited's complaints procedure is available on Our website at 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

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 or contacted by telephone on 0207 892 7300.

Data Protection

1. LAMP Insurance Company Limited is a Controller as defined by the EU GDPR for the purpose of providing your insurance product.
2. The entity who sold you this policy will provide you with a copy of the privacy notice from LAMP Insurance Company Limited prior to obtaining your personal data. You can also obtain a copy of this privacy notice by visiting www.lampinsurance.com.
3. LAMP Services Limited is a Controller as defined by the EU GDPR for the purposes of administering your insurance product.
4. The entity who sold you this policy will provide you with a copy of the privacy notice from LAMP Services Limited prior to obtaining your personal data. You can also obtain a copy of this privacy notice by visiting www.lampinsurance.com.
5. Suzhou LAMP Information Consulting Company Limited is a Controller as defined by the EU GDPR for the purposes of administering your insurance product.
6. The entity who sold you this policy will provide you with a copy of the privacy notice from Suzhou LAMP Information Consulting Company Limited prior to obtaining your personal data. You can also obtain a copy of this privacy notice by visiting www.lampinsurance.com.
7. Each company identified above from within the LAMP group complies with the EU General Data Protection Regulation and any associated relevant local implementation legislation whenever those laws are applicable.



**LARSEN
HOWIE**

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

t: 01163 800 400
e: info@larsenhowie.co.uk

www.larsenhowie.co.uk