



ROOTS

C O N T R A C T O R I N S U R A N C E

Taxation & Contractor IR35 Investigation Insurance

Policy Wording

www.rootsinsurance.co.uk

Roots Contractor Insurance is a trading name of Roots Insurance Brokers Limited.

Roots Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 930814.

Roots Insurance Brokers Limited. Registered Office: Jason Works, Clarence Street, Loughborough, Leicestershire, LE11 1DX. Registered in England & Wales number: 12676044.

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Taxation & Investigation Insurance

Comprehensive legal expenses insurance for your business

Thank you for choosing to insure your business with Temple Legal Protection. We have designed this policy as a comprehensive Taxation & Investigation product to help protect you against problems which can occur as a result of your everyday business activities. As the cost of legal actions can be great both in terms of time involved and cost, this policy is designed to provide valuable peace of mind.

This policy document explains the insurance contract between you and us. Please take time to read through this document and in particular take note of the correct procedures to follow.



Managing Director

Temple Legal Protection Limited Head and Registered Office: Portsmouth
House
1 Portsmouth Road
Guildford
Surrey GU2 4BL

Registered in England and Wales No. 3698194 Website:

www.temple-legal.co.uk

Temple Legal Protection Limited is authorised and regulated by the Financial Conduct Authority.

HELPLINE SERVICES

In the event of a business related legal problem, you can take advantage of our confidential legal advice helpline which can advise on your legal position and what course of action is available to you.

Legal Advice Service

This service provides you with access to qualified specialists experienced in handling a range of commercial legal related issues affecting your business under UK law.

You can obtain confidential commercial legal advice by phoning **01483 954809**. This helpline is open 24 hours a day, 365 days a year.

Counselling Service

This service provides access to qualified, experienced and professionally accredited counsellors who will provide telephone support on matters causing your employee distress, either in their personal life or as a result of a workplace incident.

Support can be provided on issues such as depression, stress, financial difficulties, family problems or the psychological effects of suffering or witnessing an accident at work.

This helpline is available by phoning **01482 577099** and is open 24 hours a day, 365 days a year.

Using the helpline services does not register formal notification of a claim. Please follow the claims reporting procedure detailed on page 4 of this policy document.

MAKING A CLAIM

Whilst certain taxation problems can be successfully resolved by using expert guidance provided by the helpline services, other problems may result in you needing to notify us of a claim under this policy.

If you need to make a claim, please note the following:-

1. This is a claims made policy and only claims notified during the period of insurance can be considered.
2. You must notify us as soon as you first become aware of a situation which has given rise to a claim under this policy. Failing to act as quickly as possible could prejudice the case and lead to rejection of your claim.
3. We will not pay any costs incurred before your claim is accepted. You will be responsible for any costs incurred if you instruct your own solicitor, barrister, accountant or other legally qualified person without our agreement.
4. Claims should be notified by completing a claim form which can be requested either by phoning **01483 577877** between the hours of 9am and 5pm, Monday to Friday, or online at www.temple-legal.co.uk/newclaims. Please return your completed claim form as soon as possible:- by

email: bteclaims@temple-legal.co.uk

or by post: Commercial Claims Department, Temple Legal Protection Limited, Portsmouth House, 1 Portsmouth Road, Guildford, Surrey GU2 4BL

5. Once your claim form has been assessed, we will advise whether your claim has been accepted and if a representative is to be appointed to progress your claim.

As part of this assessment we will need to determine how likely you are to be successful in your claim. You may be asked to provide additional information to assist with the assessment.

Please note that prospects of success must exist throughout the duration of the claim and cover could be withdrawn if at any point it is no longer likely that your claim will succeed. This may happen if new evidence or information comes to light as the claim progresses.

6. If your claim is not accepted, we will explain the reason why and advise if we can assist in any other way.

Please also refer to the claims conditions on pages 11 and 12 of this policy document

DEFINITIONS

Certain words or phrases will appear throughout this policy in **bold type** and will have the following meanings.

Appointed Representative	An accountant, HMRC specialist, solicitor, barrister or other appropriately qualified person or firm appointed by the Insurer to act for the Insured in accordance with the terms of this policy.
Co-insurance	The amount specified in the schedule, expressed as a percentage of the Professional expenses that shall be payable by the Insured , in addition to any Excess , if the Insured chooses a representative, other than an Appointed representative chosen by the Insurer , where that representative does not agree to the Insurer's standard charging rates.
Excess	The amount specified in the schedule, which is the first amount of a claim that shall be payable by the Insured .
Insured	The company, firm, partnership or association named in the schedule, including any wholly-owned subsidiary companies notified to and accepted by the Insurer .
Insured business activity	As specified in the schedule.
Insured event	A section of cover highlighted in the schedule as 'Insured'.
Insurer	Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Royal & Sun Alliance Insurance Ltd.
Limit of indemnity	The limit specified in the schedule, which is the Insurer's maximum liability under this policy in respect of: a) any one claim arising at the same time or from the same originating cause; b) the aggregate for all claims notified during the Period of insurance .
Period of insurance	The period shown in the schedule.

Professional expenses	<p>In connection with an Insured event and not exceeding the Limit of indemnity:</p> <p>(a) Fees, expenses and other disbursements reasonably and proportionately incurred by the Appointed representative and agreed by the Insurer.</p> <p>(b) Opponent’s costs in civil cases for which the Insured becomes liable and which are agreed by the Insurer.</p> <p>Professional expenses payable by the Insurer shall not include any VAT that may be recoverable by the Insured.</p>
Prospects of success	<p>It must be more likely than not that:</p> <p>(i) the Insured will achieve a successful outcome in the pursuit or defence of their claim;</p> <p>(ii) the Insured will succeed in enforcing a judgment for damages or compensation or obtain any other legal remedy to which the Insurer has agreed.</p> <p>(iii) In all claims involving an appeal it must be more likely than not that the Insured will be successful.</p> <p>In all cases the Insurer or a suitably qualified expert acting on the Insurer’s behalf will assess and decide whether there are Prospects of success.</p>
Territorial Limits	<p>The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>

WHAT YOU ARE INSURED FOR

In return for payment of the premium and based on the information which the Insured or anyone acting on the Insured’s behalf has provided to the Insurer, the Insurer will provide insurance and services on the terms contained in this policy, the schedule and any attached endorsements, which shall be considered as one document.

The Insurer agrees to indemnify the Insured up to the **Limit of indemnity** for **Professional expenses** incurred for an accepted claim, subject to the terms, conditions and exclusions of this policy, provided that:

- (i) the claim arises under an **Insured event** and in connection with the **Insured’s business activity**;
- (ii) the circumstances giving rise to the claim commence during the **Period of insurance** and within the **Territorial limits**;
- (iii) the claim is notified to the **Insurer** as soon as possible and during the **Period of insurance**;
- (iv) any proceedings, or other methods the **Insurer** agrees to resolve the claim, are conducted within the **Territorial limits**; and
- (v) **Prospects of success** exist for the duration of the claim.

POLICY COVER - INSURED EVENT

Taxation & Investigation

What is covered	What is not covered
<p>(a) HM Revenue & Customs (HMRC) Enquiries Representing the Insured in meetings and negotiations necessary with HMRC following a formal notice to carry out a tax enquiry into the whole or specific aspects of the Insured's income tax or corporation tax return. Cover includes representation at an appeal or tribunal hearing before the General or Special Commissioners of the HMRC;</p> <p>(b) Compliance Disputes Representing the Insured in a dispute with HMRC concerning the Insured's compliance with Pay As You Earn, National Insurance Contributions, Social Security, Construction Industry or IR35 legislation and regulations. Cover includes representation at an appeal or tribunal hearing before the General or Special Commissioners of the HMRC;</p> <p>(c) VAT Disputes Representing the Insured in a dispute with HMRC following a VAT visit or the issue of a written decision, assessment or statement of alleged arrears relating to the Insured's compliance with VAT affairs;</p> <p><i>Provided all tax returns and submissions:</i></p> <p>(i) <i>are complete and correct and contain no deliberate or reckless misstatements or any intention to deceive the relevant authorities; and</i></p> <p>(ii) <i>are made within statutory time limits.</i></p>	<p>Any claim relating to:</p> <p>(i) Routine treatment of matters which are not connected with a formal investigation or do not arise from an expression of dissatisfaction with the Insured's business tax affairs;</p> <p>(ii) Defending criminal prosecutions;</p> <p>(iii) Matters handled by the HMRC Specialist Investigations Unit;</p> <p>(iv) Tax avoidance schemes;</p> <p>(v) Failure to register for VAT, PAYE or, where required to do so, the Construction Industry Scheme.</p> <p>(vi) Tax investigations resulting from the negligent advice or actions of the Insured's tax consultant or adviser.</p>

GENERAL EXCLUSIONS

The Insurer will not pay for the following:

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| <p>1. Unauthorised costs
Professional expenses, compensation awards or any other costs incurred without the Insurer's consent, or before the Insurer has given written acceptance of a claim.</p> <p>2. Pre-inception circumstances
Events or disputes which could give rise to a claim under this insurance occurring prior to, or existing before the Insured took out this policy, and which the Insured knew or ought reasonably to have known about.</p> <p>3. Deliberate acts
Claims arising out of deliberate or reckless acts by the Insured or the Insured's negligent disregard of the need to take all reasonable steps to avoid, prevent and limit any such claim.</p> <p>4. Professional duty
The Insured's defence in proceedings arising from injury, loss, destruction or damage of or to property, or any alleged breach of any professional duty or any duty owed as the Insured's director or officer.</p> <p>5. Government and local authorities
Any dispute with government or local authority departments concerning the imposition of statutory charges.</p> <p>6. Dishonest acts
Any claim against the Insured which alleges dishonesty.</p> | <p>7. Judicial Reviews and legislation challenges
Claims relating to the Insured's involvement in a Judicial Review or challenge to existing or proposed legislation.</p> <p>8. Disputes with subsidiaries, shareholders or partners
Claims relating to disputes between the Insured and any subsidiary, parent or associated company of the Insured's, or shareholder or partnership disputes.</p> <p>9. Fines and penalties
Fines, penalties or compensation awarded against the Insured or costs the Insured may be ordered to pay by a court of criminal jurisdiction.</p> <p>10. Intellectual property
Claims relating to patents, copyrights, passing-off, trade or service marks, registered designs, secrecy and confidential information (other than claims under Section 11 Employment Pursuit).</p> <p>11. Franchise or agency rights
Disputes relating to franchise rights or agency rights.</p> <p>12. Disputes with the Insurer
Any costs relating to disputes with the Insurer.</p> <p>13. Defamation of character
Claims relating to allegations of libel or slander.</p> |
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GENERAL CONDITIONS

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may in some circumstances result in the **Insurer** refusing to pay **Professional expenses** or cancelling this policy.

1. The Insured's duties

The **Insured** must:-

- (a) comply with all terms and conditions of this policy;
- (b) act as if uninsured and take all reasonable precautions to prevent the occurrence of a claim;
- (c) provide complete and accurate information when requested by the **Insurer**. This information may be required during the **period of insurance** or relating to a claim.

2. Cancellation

- (a) The **Insured** can cancel this policy at any time within 14 days of first taking it out. A full refund of premium will be provided as long as no claim is reported.
- (b) The **Insured** can cancel this policy at any other time, as long as the **Insurer** is given 14 days' notice. A pro-rata refund will be provided as long as no claim is reported during the current **Period of insurance**.
- (c) The **Insurer** can cancel this policy at any time, subject to providing the **Insured** with at least 14 days' written notice. Reasons the **Insurer** may cancel this policy include, but are not strictly limited to:
 - fraudulent activity has been identified, or an attempt to gain advantage under this policy to which the **Insured** is not entitled;
 - the **Insured** has failed to co-operate with the **Insurer** or an **Appointed representative** and this failure has adversely affected a claim or is considered a material breach of policy terms and conditions.

3. Fraudulent claims

If it is proven that the **Insured** has made a fraudulent claim, the **Insurer** reserves the right to:

- (a) terminate the policy from the date of the alleged claim and not refund any premium paid by the **Insured**; and/or
- (b) recover from the **Insured** any **Professional expenses** or other costs or compensation awards paid in respect of that fraudulent claim.

4. Disputes

In the event of a dispute between the **Insured** and the **Insurer** arising from a claim or policy terms and conditions, the **Insurer's** complaints procedure should firstly be followed.

If that dispute cannot be settled, the **Insured** can contact the Financial Ombudsman Service as long as their business meets the eligibility criteria.

Where the Financial Ombudsman Service cannot consider a complaint, the dispute shall then be resolved by arbitration which is a formal and binding process where disputes are considered and resolved by independent arbitrators in accordance with the Arbitration Act. A suitably qualified person must be agreed by both the **Insured** and the **Insurer**, but if agreement cannot be reached an arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators. The arbitrator may require the **Insured** or the **Insurer** to pay the costs of any arbitration, which are not indemnified under this policy.

General Conditions (continued)

5. Applicable law and Acts of Parliament

This policy is governed by the laws of England and Wales. Any Acts of Parliament specified in this policy shall include subsequent amending or replacement legislation and shall include equivalent legislation enforceable within the **Territorial limits**.

6. Third party rights

Only the **Insured** and the **Insurer** are granted rights to enforce the terms and conditions of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy and any other party has no right to enforce any of its terms or conditions.

7. Liquidation or insolvency

If the **Insured's** business enters into liquidation, receivership, administration, becomes insolvent, is declared bankrupt or files for bankruptcy, or enters into a voluntary arrangement or deed of arrangement, the **Insurer** reserves the right to:

- (i) immediately withdraw funding for any claim and pay no further **Professional expenses**; and/or
- (ii) cancel the policy with immediate effect.

CLAIMS CONDITIONS

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may result in the **Insurer** refusing to pay **Professional expenses**. Please also follow the claims reporting procedure on page 4 of this policy document.

1. The Insurer's consent

- (a) After consideration of the claim form and any other information that has been requested, the **Insurer** will advise whether consent is given to appoint an **Appointed representative** and to incur **Professional expenses**.
- (b) Consent will only be given if the **Insured** has acted properly and reasonably at all times and the **Insurer** is satisfied there are **Prospects of success**, which must exist throughout the duration of the claim.
- (c) When consent is given, the **Insurer** may impose conditions on the conduct of the claim including imposing a maximum amount of **Professional expenses** that may be incurred without further application to the **Insurer**. Any **Professional expenses** incurred in breach of such conditions will not be covered under this policy.
- (d) If the **Insured** proceeds with a claim to which the **Insurer** has not consented due to insufficient **Prospects of success** and the **Insured** subsequently achieves a successful outcome in that claim, the **Insurer** will consider paying **Professional expenses**, after such consent had been refused, in accordance with the **Insurer's** standard terms of appointment and subject to all other terms and conditions of the policy.

2. Appointed representative

- (a) Once a claim is accepted by the **Insurer**, an **Appointed representative** chosen by the **Insurer** will be appointed to act on the **Insured's** behalf.
- (b) In certain circumstances, the **Insured** may nominate a representative to act as the **Appointed representative**:
 - if legal proceedings need to be issued; or
 - if there is a conflict of interest;and in such cases the **Insured** must send the **Insurer** the contact details of their chosen representative. If that representative is not an **Appointed representative** of the **Insurer**, they will be expected to act in accordance with the **Insurer's** standard terms of appointment and also agree to the **Insurer's** standard charging rates. If the **Insured's** chosen representative does not agree to the **Insurer's** standard charging rates, a 40% **Co-insurance** shall apply. A copy of the standard terms of appointment (including standard charging rates) is available on request.
- (c) The **Appointed representative** must co-operate with the **Insurer** at all times and provide the **Insurer** with any information or documentation when requested to do so.
- (d) If at any stage of the claim:-
 - the **Insured** dismisses the **Appointed representative** without good reason; or
 - the **Insured** withdraws from a claim without the **Insurer's** consent; or
 - the **Appointed representative** refuses to continue acting for the **Insured** with good reason;the **Insurer** reserves the right to withdraw consent and pay no further **Professional expenses**.
- (e) Any dispute over the **Insured's** choice of representative shall be resolved in accordance with General Condition 4.

Claims Conditions (continued)

3. Conduct of claims

The **Insured** must:

- (a) co-operate fully with the **Insurer** and the **Appointed representative** at all times;
- (b) conduct all claims with the same care and economy as if they were not insured;
- (c) minimise the cost of all claims;
- (d) comply with all rules of, and orders made by the court, and any advice given by the **Appointed representative**;
- (e) provide, obtain or sign all documents as necessary, attend meetings or hearings as required and provide the **Insurer** with any information when requested to do so.

Failure to observe and comply with these terms will entitle the **Insurer**, at their discretion, to deny payment or reduce payment in respect of any claim.

The **Insured**, the **Insurer**, and the **Appointed representative** must at all times have regard to the overriding objective of the Civil Procedure Rules.

4. Developments during the claim including offers of settlement

- (a) The **Insured** and the **Appointed representative** must keep the **Insurer** up-to-date with the progress of the claim and must inform the **Insurer** of any matter which may affect the **Prospects of success** or of any other development which may affect whether or not it is reasonable and proportionate for the **Insurer** to continue paying **Professional expenses**.
- (b) The **Insured** and the **Appointed representative** must inform the **Insurer** immediately an offer to settle a claim is received and must not negotiate or enter into any agreements to settle a claim without the **Insurer's** written consent.
- (c) If the **Insured** rejects or does not make an offer of settlement that the **Insurer** or the **Appointed representative** determine to be reasonable, the **Insurer** reserves the right to refuse paying any further **Professional expenses**.
- (d) The **Insurer** reserves the right to settle a claim by paying an amount reasonably claimed by or against the **Insured** instead of starting or continuing with legal action, and will no longer be liable for any **Professional expenses** arising from that claim. If this right is exercised, the **Insurer** can also take over and conduct a claim in the **Insured's** name and pursue or settle a claim against the other party to the dispute.
- (e) If at any time, whether because of the possibility of settlement, a change in the **Prospects of success** or the prospects of any judgment not being successfully enforced, or of the **Insured's** insolvency, or for any other reason, it ceases to be reasonable in all the circumstances to continue to incur **Professional expenses**, the **Insurer** may withdraw consent and no further **Professional expenses** will be paid.
- (f) If at any point during a claim a fact becomes known which results in that claim not having been brought within the terms and conditions of this policy, the **Insurer** reserves the right to recover any **Professional expenses** already paid in respect of that claim and not pay any further **Professional expenses** in respect of that claim.
- (g) If the **Insured** does not agree with the **Insurer's** decision on the merits of a claim, the **Insured** can, at the **Insured's** own expense, obtain an opinion from an expert who has been approved in advance by the **Insurer**. The expert must be in receipt of the same information regarding the claim as provided to the **Insurer**. If the expert decides in the **Insured's** favour, the **Insurer** will reconsider the merits of that claim. If the expert decides in the **Insurer's** favour, it does not affect the **Insured's** right to use the **Insurer's** complaints procedure.

Claims Conditions (continued)

5. Payment of Appointed representative's bills

- (a) The **Insurer** will pay **Professional expenses** (including payment on account for interim bills) only if the **Insurer** is satisfied that the charges are reasonable and proportionate and have been properly incurred, subject to the **Insured** paying any **Excess**, **Co-insurance** and any recoverable VAT.
- (b) If requested by the **Insurer**, the **Insured** must ask the **Appointed representative** to submit its bill of costs for audit by the **Insurer**, or for assessment by the Court.
- (c) If it is later established that **Professional expenses** or any other costs incurred were not payable under this policy in whole or in part then the **Insurer** will be entitled to recover such payments from the **Insured**.

6. Recovery of costs

The **Insured** must take all reasonable steps to recover **Professional expenses** that have been incurred and pay any sums recovered to the **Insurer**. If the **Insured** recovers any sum that covers both damages and costs, or they recover damages but do not recover costs, a fair and reasonable proportion of the total amount recovered shall be deemed to be a recovery of costs and shall be reimbursed to the **Insurer**. Where such a sum is recovered in instalments, all costs to the **Insurer** shall be reimbursed first.

7. Apportionment of costs

If any claim covered under this policy should also be covered under any other insurance policy, the **Insurer** will only pay their rateable proportion of that claim.

8. Appeals

If the **Insured** wishes to pursue an appeal following the original outcome of an **Insured event**, the **Insurer** must be notified immediately. Strict time limits apply for appeals and in order for the **Insurer** to fully consider the merits of the **Insured's** appeal, which must have **Prospects of success**, written notification of the **Insured's** intention to appeal must be received by the **Insurer** no less than 10 days prior to the expiry of the relevant time limit. If an appeal is lodged against a decision made in the **Insured's** favour, the **Insurer** must also be notified immediately.

If the **Insurer** agrees to pay **Professional expenses** for an appeal, these costs will be subject to the **Limit of indemnity** for the original claim and all other terms and conditions of this policy.

DATA PROTECTION

By taking out this policy you agree that Temple Legal Protection and other parties may need to share information for the purpose of administering this policy and in the provision of claims handling and helpline services. Any information provided to Temple Legal Protection will be processed in accordance with Temple Legal Protection's Privacy Policy (<http://www.temple-legal.co.uk/privacypolicy>).

COMPLAINTS PROCEDURE

If you are not happy with the level of service you have received, how a claim has been handled or with any other aspect of the policy, you can register a complaint directly with Temple:

By email: complaints@temple-legal.co.uk

By phone: 01483 577877

By post:

The Compliance Officer, Temple Legal Protection Limited, Portsmouth House, 1 Portsmouth Road, Guildford, Surrey GU2 4BL

If you are not happy with the response you have received, you may be able to refer the matter to the Financial Ombudsman Service provided your business falls within their jurisdiction. The Financial Ombudsman Service can normally deal with complaints from micro-enterprises (small businesses) with less than 10 employees and an annual turnover of less than €2m. They will be able to tell you if your business is eligible.

The Financial Ombudsman Service can be contacted:

By email:

complaint.info@financial-ombudsman.org.uk

By phone:

0800 023 4567 (free from a landline) or 0300 123 9123
(free from some mobile phones)

By post:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Or you can visit their website at www.financial-ombudsman.org.uk and follow the guidelines on how to complain.

The insurer is bound by decisions made by the Financial Ombudsman Service but they are not binding on you.

Using the complaints procedure does not affect your right to take legal action.

OTHER INFORMATION

The contact details for the Insurer are: Royal & Sun Alliance Insurance Plc, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Registered No. 203323. Tel 0800 107 6161.

Royal and Sun Alliance Insurance Plc, whose registered office is at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 203323. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768

Royal and Sun Alliance Insurance Plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Royal and Sun Alliance Insurance Plc cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for up to 90% of the claim. Further information is available from the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7741 4100 or 0800 678 1100.

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