

# Contractor IR35 Protect Insurance

## Insurance Product Information Document

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This document provides only a policy summary of the key information. It does not contain the full terms and conditions of the Policy, which can be found in the Contractor IR35 Protect Insurance Policy Wording.

### What is this type of insurance?

This is a claims made Contractor IR35 Protect Insurance Policy, which is designed to assist you in the defence of certain tax disputes.



### What is insured?

- ✓ **HMRC Enquires and Disputes** - Covers the costs and expenses to respond to an HMRC investigation.
- ✓ **HMRC PAYE Control Visits** - Covers the costs and expenses to respond to an HMRC PAYE inspection.
- ✓ **HMRC PAYE Disputes** - Covers the costs and expenses to respond to a PAYE dispute with HMRC.
- ✓ **HMRC VAT Disputes** - Covers the costs and expenses to respond to a VAT dispute with HMRC.
- ✓ **HMRC Chapter 8 IR35 Enquiries** - Covers the costs and expenses to respond to an HMRC Chapter 8 IR35 enquiry.
- ✓ **HMRC Miscellaneous Income Enquiries** - Covers the costs and expenses to respond to an HMRC miscellaneous income enquiry.
- ✓ **HMRC Chapter 8 IR35 Enquiries Taxes and Interest** - Covers the costs of the taxes and interest you are required to pay by HMRC following a Chapter 8 IR35 enquiry.
- ✓ **HMRC Chapter 8 IR35 Enquiries Penalties** - Covers a penalty you are required to pay by HMRC following a Chapter 8 IR35 enquiry.
- ✓ **HMRC Miscellaneous Income Enquiries Taxes and Interest** - Covers the costs of the taxes and interest you are required to pay by HMRC following a miscellaneous income enquiry.
- ✓ **HMRC Miscellaneous Income Enquiries Penalties** - Covers a penalty you are required to pay by HMRC following a miscellaneous income enquiry.
- ✓ **HMRC Chapter 10 IR35 Enquiries** - Covers the costs and expenses to respond to an HMRC Chapter 10 IR35 status enquiry.
- ✓ **HMRC Chapter 10 IR35 Enquiries Taxes and Interest** - Covers the costs of the taxes and interest you are required to pay by HMRC following a Chapter 10 IR35 enquiry.
- ✓ **HMRC Chapter 10 IR35 Enquiries Penalties** - Covers a penalty you are required to pay by HMRC following a Chapter 10 IR35 enquiry.



### What is not insured?

- ✗ **Prior Claims** - Any claim or incident, which may lead to a claim and which you knew about or ought reasonably to have known about before the start of this policy.
- ✗ **Prior Costs and Expenses** - Any costs incurred before a claim is made and any costs and expenses, which we do not authorise.
- ✗ **Dishonesty, criminal acts and fraud** - any claim:
  - Involving actual or alleged dishonesty or violence by you
  - Or statement, which is overstated, false or fraudulent.
- ✗ **The policy excess** – as stated in the Policy Schedule.



### Are there any restrictions on cover?

- ! **Reasonable Prospects** – There must be more than a 50% chance of you recovering damages, defending a claim or prosecution or obtaining a legal remedy. This policy condition is removed when the policyholder uses the Contractor Compliance Portal to obtain either an 'Outside IR35' Status Determination Statement or an 'Outside IR35' External SDS Verification Assessment opinion.
- ! **Reasonable care** – The policyholder must take reasonable care to ensure that their accounts, tax affairs and records have been properly maintained.



## Where am I covered?

- ✓ United Kingdom



## What are my obligations?

- Advice - you must follow the advice or the advice line at all times.
- Cooperation- you must cooperate fully with us and provide within a reasonable time, any requested information and documentation we ask for.



## When and how do I pay?

You should make payment to your broker, this may be by making a one off payment or your broker may be able to arrange credit facilities if required.



## When does the cover start and end?

- Your policy covers you for a maximum of 12 months from the date that you request the policy to be started.
- The dates will be shown on your Certificate of Insurance.



## How do I cancel the contract?

- You have the right to cancel this Policy:
  - Within 14 days of its inception without any premium charge provided there have been no claims.
  - At any other time, however no refund of premium will be available.