

Tax Investigation Insurance Policy Wording & Schedule

IMPORTANT INFORMATION

Please read and make sure you understand the full Policy of Insurance and check that the details shown on the Schedule are correct. If you have any queries please contact Arc Legal Assistance by calling 0344 770 9000.

The notes that follow are intended as a guide; the full terms and conditions are contained in the Policy.

Claims

If you need to notify a possible claim, please immediately telephone the tax helpline on 0344 770 1060 and quote “NRLA Tax Protection”.

You should provide your Policy number and brief details of the circumstances. A claim form will be sent to you for completion and this must be returned without delay. Please note that in certain circumstances as shown on the Schedule Arc Legal Assistance will choose a suitable legal representative to act on your behalf.

Cooling Off Period

If you are an individual acting for purposes outside of your trade, business or profession then you have a right to change your mind and cancel this insurance with effect from inception. You may change your mind within 14 days of insuring or within 14 days of receiving full policy documents by writing requesting cancellation and returning the policy documents to Hamilton Fraser, 1st Floor, Premiere House, Elstree Way, Borehamwood, WD6 1JH, no charge will be made and any premium you have paid will be refunded.

TAX INVESTIGATION INSURANCE POLICY

This is a ‘claims made’ insurance which covers only claims or proceedings notified to Arc Legal during the Period of Insurance.

Whereas the Policyholder has submitted a written proposal and declaration or renewal declaration to the Insurers, it is agreed this shall form the basis of and is incorporated into this Policy. The Insurer, AmTrust Europe Limited, agrees to indemnify the Professional Expenses to the extent and in the manner provided within this Policy in consideration of the Premium. Unless expressly stated nothing in this insurance contract is intended to create rights pursuant to the Contract (Rights of Third Parties) Act 1999 in favour of anyone other than the Policyholder.

IMPORTANT CONDITIONS

If the Designated Member’s claim is covered under a section of this policy and no exclusions apply then it is vital that the Designated Member complies with the conditions of this policy in order for the Designated Member’s claim to proceed. The conditions applicable to this section are contained under the ‘General Conditions’ section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves the Designated Member’s interests. The assessment of the Designated Member’s claim and the prospects of its success will be carried out by an independent Adviser. If the Adviser determines that there is not more than a 50% chance of success then Arc may decline or discontinue support for the Designated Member’s case.

Proportional Costs

An estimate of the costs to deal with the Designated Member’s claim must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of the Designated Member’s case and will be carried out by the independent Adviser. If the estimate exceeds the amount in dispute then Arc may decline or discontinue support for the Designated Member’s case.

Duty of Disclosure

If this policy covers the Designated Member as a private individual, unrelated to any trade, business or profession, the Designated Member must take reasonable care to disclose correct information. The extent of the information the Designated Member is required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions the Designated Member is asked when the Designated Member took out this insurance.

Suspension of Cover

If the Designated Member breaches a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to the Designated Member for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

DEFINITIONS

Any One Claim

All claims consequent on the same original cause or event shall be regarded as one claim including a Full Enquiry into a later year's Self Assessment Return where a previous year's Self Assessment Return is still subject to an open Enquiry.

Appeal

The formal mechanism to resolve an HM Revenue & Customs Investigation at either the Special or General Commissioners of HM Revenue & Customs or to resolve a VAT Dispute with HM Revenue & Customs at a VAT and Duties Tribunal. Also the procedure required to refer the subsequent decision to a higher authority.

Arc

Arc Legal Assistance, which administers the Professional Expenses Insurance Policy including Claims Settlement on Insurers' behalf and to whom any notification of a claim must be made.

Designated Agent

An accountant or other appropriately qualified person, firm or company appointed by Arc to act for the Designated Member for all Tax and VAT claims under this policy.

Designated Member

A company, firm, partnership, organisation or individual who is specifically named as a landlord or business member of the Policyholder and who has agreed with the Policyholder to be designated for the purposes of the Policy.

Landlord Members: The Policy will cover up to two named individuals for property related tax claims and VAT disputes (should they be registered for VAT) provided the individuals are all named as a member at the time of the insured incident.

Business Members: The Policy will cover up to five named individuals and the Business for property related tax claims and VAT disputes (should they be registered for VAT), provided they can establish that they own only a small portfolio of property and the individuals and business are named as members at the time of the insurance incident. The Policy is not designed to offer assistance to large corporate property owners or managing agents as the tax affairs of these organisations are likely to be extremely complicated and diverse.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Excess

The amount shown in the Schedule which is the amount that the Delegated Member must pay toward Professional Expenses in respect of any one claim.

HM Revenue & Customs Investigations

(i) Business Self Assessment Full Enquiry

The investigation which takes place when an officer of the Commissioners of HM Revenue & Customs ("the Board") makes a request to examine all of the Designated Member's business books and records and issues a formal Notice to the Designated Member under or S12AC of the Taxes Management Act 1970 or under Paragraph 24(1) Schedule 18 Finance Act 1998.

(ii) Personal Self Assessment Full Enquiry

The investigation which takes place when an officer of the Board issues a formal Notice to the Designated Member under S9A of the Taxes Management Act 1970 to make a Full Enquiry into the non-business affairs of a Designated Member, for example into rental income and/or interest received. This will be accompanied with a request to examine all of the prime documents.

(iii) Employer Compliance Dispute

The enquiries which take place following an expression of dissatisfaction with the Designated Member's PAYE, and/or NIC affairs following an employer compliance visit by HM Revenue & Customs or following an expression of dissatisfaction with the Designated Member's P11Ds or P9Ds.

Inland Revenue Aspect Investigations

(i) Business Self Assessment Aspect Enquiry

The enquiry which takes place when an officer of HM Revenue & Customs issues a formal notice under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an Aspect Enquiry into only certain boxes on the Insured's Self Assessment Return.

(ii) Personal Self Assessment Aspect Enquiry

The investigation which takes place when an officer of the Board issues a formal Notice to the Designated Member under S9A of the Taxes Management Act 1970 in order to make an Aspect Enquiry into the non-business affairs of a Designated Member, concerning only certain boxes on the Insured's Self Assessment Return. For example into rental income and/or interest received.

VAT Dispute

The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HM Revenue & Customs into a Designated Member's Value Added Tax Return and/or any related Value Added Tax default surcharges and misdeclaration penalties.

Insurer

AmTrust Europe Limited

Period of Insurance

The period for which Insurers have agreed to provide this insurance as specified in the Schedule to this Policy.

Policyholder

The National Residential Landlords Association ("NRLA").

Professional Expenses

Any fees, expenses and other disbursements reasonably accrued by the Designated Agent in connection with any claim or proceedings including those incurred by Insurers on behalf of the Policyholder in connection with such claims or proceedings, but excluding administration costs such as those incurred in completing claims forms, providing claims updates, or supplying information in support of reimbursement of fee notes in respect of any claim made under this Policy.

Territorial Limits

The jurisdiction of the revenue authority conducting the HM Revenue & Customs Investigation or VAT Dispute must be within the United Kingdom of Great Britain and Northern Ireland excluding the Isle of Man and the Channel Islands.

SECTIONS COVERED

Insurers agree to indemnify the Designated Member against Professional Expenses accrued by the Designated Agent by reason of an HM Revenue & Customs Investigation, a VAT Dispute or an Appeal on behalf of the Designated Member within the Territorial Limits and notified to Arc during the Period of Insurance in connection with:

Section 1 - HM Revenue & Customs Investigations

- (i) correspondence, discussions and meetings with the Designated Member and on the Designated Member's behalf in order to respond to the HM Revenue & Customs requests and allegations;
- (ii) preparation and representation of the Designated Member at an HM Revenue & Customs Commissioners' Hearing and at an Appeal against a decision following such a Hearing;
provided that:
 - (a) the Designated Member was an existing member of the Policyholder before the enquiry or dispute commenced and if necessary the Policyholder can provide documentary evidence to support this fact;
 - (b) where a business is being investigated, the sole purpose of that business must be as a vehicle for providing services as a landlord or property agent;
 - (c) Insurers have consented to an Appeal;

Section 2 - HM Revenue & Customs Aspect Investigations

- (i) correspondence, discussions and meetings with the Designated Member and on the Designated Member's behalf in order to respond to the HM Revenue & Customs requests and allegations;
- (ii) preparation and representation of the Designated Member at an HM Revenue & Customs Commissioners' Hearing and at an Appeal against a decision following such a Hearing;
provided that:
 - (a) the Designated Member was an existing member of the Policyholder before the enquiry or dispute commenced and if necessary the Policyholder can provide documentary evidence to support this fact;
 - (b) where a business is being investigated, the sole purpose of that business must be as a vehicle for providing services as a landlord or property agent; and
 - (c) Insurers have consented to an Appeal;

Section 3 - VAT Dispute

- (i) correspondence, discussions and meetings with the Designated Member and on the Designated Member's behalf in connection with the local review procedure in order to reach agreement with HM Revenue & Customs;
- (ii) preparation and representation of the Designated Member at a VAT and Duties Tribunal;
- (iii) preparation and representation of the Designated Member at an Appeal against a VAT and Duties Tribunal decision provided that Insurers have consented to an Appeal.

LIMITS OF INSURERS' LIABILITY

The maximum liability of Insurers under this Policy shall be limited to the respective amounts specified in the Schedule in respect of Any One Claim and in aggregate in respect of any one Designated Member in the Period of Insurance.

EXCLUSIONS

Insurers shall not be liable to provide indemnity hereunder in respect of:

1. any claim made, brought or commenced outside the Territorial Limits;
2. Professional Expenses incurred before the written acceptance of a claim by Arc;
3. any cause or event occurring prior to or existing at inception of this Policy, or at the time a Designated Member acquired the right to make a claim under the terms of this Policy, which the Designated Member knew, or ought reasonably to have known, was likely to give rise to a claim, unless the Designated Member had similar, previous and continuous insurance in force;
4. an enquiry under Section 60 of the VAT Act 1994 or matters handled by the National Investigations Service of HM Revenue & Customs and the Special Civil Investigation Offices and Special Investigation Section of HM Revenue & Customs;
5. the defence of any criminal prosecution;
6. any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002;
7.
 - a. any claim made where Income Tax Self Assessment Returns are submitted outside the statutory time limits and/or in a penalty position under S7 and/or S93 of the Taxes Management Act 1970, except where a Return is rendered within six months of the last filing date and HM Revenue & Customs accept that there has been a reasonable excuse for the delay;
 - b. any claim made where Corporation Tax Self Assessment Returns are submitted outside the statutory time limits and/or in a penalty position under Part II Schedule 18 Finance Act 1998;
 - c. any claim made where a Return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items;
8. an investigation arising out of a voluntary disclosure made to HM Revenue & Customs in respect of omitted tax, NIC or VAT liabilities which become due as a result of a Designated Member's deliberate act;
9. taxes, fines, interest or any other duties or penalties imposed or assessed upon the Policyholder
10. any claim where the Professional Expenses are capable of being reimbursed under any other policy or certificate;
11. the preparation of Self Assessment Returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns;
12. the Professional Expenses accrued in respect of any HM Revenue & Customs Investigation into a tax planning arrangement where the Anti Avoidance Intelligence Unit of HM Revenue & Customs has allocated a number for inclusion on the relevant Self Assessment Return.
13. The Excess amount.

GENERAL CONDITIONS

1. Due Observance

The due observance of and compliance with the terms, provisions, exclusions and conditions of this Policy insofar as they relate to anything to be done or complied with by the Policyholder or Designated Member shall be conditions precedent to any liability of Insurers to make or continue to make any payment hereunder.

2. Cancellation

The Policyholder or Arc may cancel this Policy during the Period of Insurance by giving 30 days prior written notice to the other if either party is in material breach of the terms, conditions, exclusions and endorsements of this Policy and has failed to remedy the breach within a reasonable period of time.

Arc will only invoke this right in exceptional circumstances as a result of the Designated Member behaving inappropriately, for example: • Where Arc has a reasonable suspicion of fraud • The Designated Member uses threatening or abusive behaviour or language or intimidation or bullying of Arc's staff or suppliers • Where it is found that the Designated Member, deliberately or recklessly, disclosed false information or failed to disclose important information.

3. Disagreements

In the event of any disagreement between the Delegated Member or the Policyholder and Arc acting on behalf of Insurers both parties shall agree to the appointment of a suitably qualified referee to decide the matter. If there is no agreement on a referee, an appropriately qualified person shall be appointed by the President of the Chartered Institute of Arbitrators.

The referee's fees shall be paid by the party against whom the decision is made but if the decision is not clear the referee shall have the power to apportion costs. The Policyholder's costs in preparation for and representation at meetings with the referee shall not be recoverable under this Policy.

4. Designated Member Resignation

If the Designated Member ceases to be a member of the Policyholder's organisation prior to or during the course of any claim or proceedings, Insurers will deny or withdraw cover.

5. Insolvency

In the event of a Designated Member becoming insolvent during the course of any claim or legal proceedings to which Insurers have consented Insurers reserve the right to withdraw the consent for the Designated Agent to continue to act under the terms of this Policy. The party shall be deemed insolvent upon the appointment of an office holder within the meaning given by Section 233(1) or 372(1) of the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

6. Minimising Claims or Proceedings

Insurers reserve the right to withdraw cover in the event the Designated Member has not given the Policyholder and/or the Designated Agent full co-operation and information including a full and truthful account of the Designated Member's affairs and all relevant documentary or other evidence in the Designated Member's possession. The Policyholder shall ensure that the Designated Member provides, obtains or executes all documents as necessary and attends meetings or conferences as requested. In the case of a corporate Designated Member where records and books of account have not been kept in accordance with the Companies Act 1985 Insurers reserve the right to deny the Policyholder's cover in respect of this Designated Member.

7. Data Protection Legislation

It is agreed by the Policyholder that any information provided to Arc, the Designated Agent or the Insurer regarding the Policyholder will be processed by Arc, the Designated Agent or the Insurer in compliance with the provisions of the existing Data Protection Legislation for the purposes of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

8. Proper Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

9. Cooling Off

The Policyholder has a right to cancel within 14 days of insuring or within 14 days of receiving full policy documents by writing requesting cancellation and returning the policy documents to Hamilton Fraser, 1st Floor, Premiere House, Elstree Way, Borehamwood, WD6 1JH, no charge will be made and any premium paid will be refunded.

10. Fraud

In the event of fraud, Arc:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to the Designated Member in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Arc
- d) Will no longer be liable to the Designated Member in any regard after the fraudulent act.

11. Prospects of Success

At any time Arc may, but only when supported by independent legal advice, form the view that the Designated Member does not have a more than 50% chance successfully disputing the revenue authority's decision or allegations and achieving a positive outcome. If so, Arc may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves the Designated Member's interests

12. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, Arc will only pay Arc's share of the claim even if the other insurer refuses the claim.

13. Changes in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If Arc believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, Arc reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

CLAIMS SETTLEMENT CONDITIONS

1. Insurers' Consent

Insurers' written consent must be obtained by the Designated Member before the Designated Agent incurs Professional Expenses. This consent will be given provided Arc is satisfied that there are reasonable grounds for representation. Where the relevant authority issues a statement, Insurers will give consent provided they consider there are reasonable prospects of disputing the revenue authority's decision or allegations. In Employer Compliance or VAT cases a request for further information following an audit or control visit does not constitute a dispute; there must be a challenge into the Designated Member's treatment of any tax, NIC or VAT matters.

Insurers' consent is an undertaking to provide cover to the Designated Member subject to the terms and conditions of this Policy and its Schedule but does not imply that all Professional Expenses will be paid. Routine presentation of the Designated Member's affairs and expenses incurred which go beyond the immediate scope of the claim or proceedings fall outside the cover provided by this Policy.

Consent shall be withdrawn and cover denied in the event of facts becoming known which show that a particular claim should not have been brought under the terms and conditions of this Policy and Schedule. If the Policyholder or Designated Member makes a fraudulent or false claim or request for payment, this Policy shall become void, any premiums shall be forfeited and any payments made shall be recoverable by Insurers.

2. Claims Procedure

a. Duty to Notify

Arc must be advised in writing immediately the Designated Member becomes aware of any cause or event which has or is likely to give rise to a claim under this Policy. Failure to notify during the Period of Insurance may lead to the claim not being admitted.

b. Initial Consent

In the event of a likely claim the Designated Member shall complete a claim form and return this to Arc together with all relevant information. After consideration of these documents Arc will advise in writing whether Insurers' consent has been given.

c. Designated

The Designated Agent, on behalf of insurers, will be entitled to obtain any information or particulars, whether privileged or not, relating to a claim. On request the Policyholder will ensure that the Designated Member will give to the Designated Agent any instructions necessary to secure the required access.

d. Payment of Professional Expenses

In the event of a HM Revenue & Customs Investigation or VAT Dispute or Appeal, the designated Agent will contract with the Designated Member and debit the costs of defence to the Designated Member's account. Payment of the Designated Agent's bills for Professional Expenses can be made to the Designated Agent direct provided the Professional Expenses have been properly incurred and Arc on behalf of Insurers is satisfied that the charges are reasonable.

If the Designated Member is registered for VAT, the VAT element of the Professional Expenses debited to the Designated Member's account will not be reimbursed to the Designated Agent under the terms of this Policy.

Payment of interim bills will also be made provided that the Policyholder acknowledges that Insurers may be entitled to recover such payments should the terms of this Policy be breached and Insurers consent be withdrawn.

e. Settlement by Insurers

Where Professional Expenses are likely to exceed the duties which are being claimed, Insurers may pay the Policyholder a sum equivalent to the duties in lieu of Professional Expenses or further Professional Expenses.

f. Recovery of Costs

Where it is possible to recover costs from the relevant authority following the successful defence of a claim, the Designated Member must take all steps necessary to recover costs and must pass all such recoveries in full to the Designated Agent or Arc (howsoever directed by Arc) for Insurers.

COMMUNICATIONS

1. Claims Notification

Initial notification of a claim must be made to Arc Legal Assistance's agents by contacting the Claimline on 0344 770 1060 and quote "NRLA Tax Protection" A claim form will be issued in to the Delegated Member and should be returned to Arc by first class post or e-mail, and be received by Arc within the Period of Insurance by addressing it to:

Arc Legal Assistance | PO Box 8921 | Colchester | CO4 5YD | E-Mail: claims@arclegal.co.uk

Arc will be responsible for issuing claims acceptances to the Delegated Member and will deal directly with the Delegated Member in respect of all tax & VAT claims matters.

2. Other Communications

All other notices and communications from Insurers or their representatives to the Policyholder shall be deemed to have been duly sent if sent to the Policyholder at an address stated in the Schedule (or endorsement there to). All other notices and communications from the Policyholder to Insurers shall be deemed to have been duly sent, if sent to Arc at the address below:

Arc Legal Assistance | PO Box 8921 | Colchester | CO4 5YD | Tel: 0344 770 9000

CUSTOMER SERVICE

Our aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly. If, you are unhappy with the service that has been provided, you should contact us at the address below. We will always confirm to you, within five working days, that we have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if you are not satisfied with the delay you may refer your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you cannot settle your complaint with us, or before we have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd | PO Box 8921 | Colchester | CO4 5YD
Tel: 01206 615000 | Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service | Exchange Tower | London | E14 9SR
Tel: 08000 234 567 | Email: complaint.info@financial-ombudsman.org.uk

COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

AUTHORISATION

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Tax Investigation Insurance

Wording & Schedule

TAX INVESTIGATION INSURANCE SCHEDULE OF INSURANCE

Certificate Number: 10170/60158/05/17/TX

Policyholder:	National Residential Landlords Association Limited and or LPTE Limited
Address:	212 Washway Road, Sale, Manchester, M33 6RN
Period of Insurance: From: To:	1st May 2020 9th October 2020 both dates inclusive
Number of Members:	As declared
Section of Cover: 1. HM Revenue & Customs Full Investigations 2. HM Revenue & Customs Aspect Investigations 3. VAT Disputes	Limits of Insurers Liability Limits of Insurers Liability £75,000 Any One Claim £75,000 Any One Claim
Aggregate Limit:	£75,000 per Member per Period of Insurance
Territorial Limits:	The United Kingdom of Great Britain and Northern Ireland
Excess: 1. HM Revenue & Customs Full Investigations 2. HM Revenue & Customs Aspect Investigations 3. VAT Disputes	£Nil Any One Claim £100 Any One Claim £Nil Any One Claim

This insurance is provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

Hamilton Fraser

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Hamilton Fraser is a trading name of HFIS plc.
HFIS plc is authorised and regulated by the Financial Conduct Authority.

Registered Office: Lumiere | Elstree Way | Borehamwood | WD6 1JH
Registered in England: 3252806

HFIS/July 2020