

## Premier Protection Policy Summary

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**Important:** This is a 'claims made' insurance, which means CCH Fee Protection ('CCH') must receive claims in writing during the period of insurance.

We have arranged this policy with CCH to provide cover against the costs of protecting your interests during HMRC compliance checks. In respect of Business Clients, it also covers HMRC compliance checks relating to the personal tax returns of the partners, directors and company secretaries (as registered to Companies House) of your business including their spouses, common-law spouses or civil partners, in respect of whom we are the tax return agent. Cover in respect of all personal tax returns is subject to there being no requirement to complete any Self Employment pages, and/or, there being no more than £50,000 gross income per annum from Land and Property, unless the appropriate additional premium has been paid. Cover in respect of all directors and partners is extended providing that the gross income on any Self Employment pages does not exceed £50,000 per annum and/or, there being no more than £50,000 gross income per annum from Land and Property, unless the appropriate additional premium has been paid. CCH administer the policy on behalf of the Insurer. It covers representation costs up to £100,000 should you become involved in any of the following Insured Incidents in Great Britain and Northern Ireland.

This is an annual policy unless you join part way through the scheme's insurance period or we advise you otherwise. Cover will commence from the scheme's commencement date unless payment is received after that date, in which case, cover will commence from the date payment is received.

**Insured incidents****HMRC compliance checks****What is covered by your policy**

Representing you during

- a) any compliance check started by HMRC regarding your compliance with Income Tax and/or Corporation Tax Self Assessment, PAYE, National Insurance, Construction Industry, IR35, VAT, National Minimum Wage or Gift Aid legislation and regulations; and
- b) any consequent dispute with HMRC after the issue of an assessment, computation of liabilities, written decision, notice of VAT civil penalty or notice of underpayment of the National Minimum Wage.

**What is not covered by your policy**

- Any claim or matter where any circumstances of it existed before your cover began and about which we or you knew or ought to have known.
- Any compliance check
  - carried out under HMRC Code of Practice 8 or 9, Civil Investigations of Fraud Procedure, Contractual Disclosure Facility, Public Notice 160 or Section 60 of VAT Act 1994; or
  - by, with, arising from or on behalf of HMRC Criminal Taxes Unit or Criminal Intelligence Group; or
  - (i) into, relating to or arising from an avoidance scheme reportable to HMRC under their Disclosure of Tax Avoidance Schemes rules; or
  - (ii) carried out by, on behalf of, or arising from any HMRC counter-avoidance team; or
  - concerning compliance with Tax Credits legislation, import or excise duties and import VAT; or
  - where you have unreasonably failed to implement changes or corrections already identified and agreed with HMRC or have been identified as a deliberate defaulter by HMRC.
- Any case referred to the General Anti-Abuse Rules Advisory Panel.
- Taxes, fines, penalties, interest, compensation, damages or wages that you may be required to pay.
- The costs of
  - preparing and submitting accounts, records or statutory returns;
  - obtaining and renewing dispensations;
  - arriving at asset valuations including the cost of professional valuations;
  - work ordinarily capable of being completed by you or which should already have been completed at your expense.
- The cost of reconciling unreconciled statutory returns and RTI data and the cost of providing accurate data in RTI returns.
- Any criminal prosecution.
- Defending Employment or Industrial Tribunal or Civil Court legal proceedings.
- Judicial review.
- Representation costs incurred without CCH's consent.

**Conditions which apply to your policy**

- (a) Your statutory returns, appropriate to the insured incident, were submitted to HMRC within 90 days of its statutory filing dates; and
- (b) any unsubmitted HMRC returns appropriate to the insured incident were no more than 90 days past their due filing date when the compliance check started unless HMRC accepts the reason for the delay.
- An amendment to a provisional statutory return to provide final return entries is made and submitted to HMRC within 90 days of the date of submission of the original return.
- Any other amendment to a statutory return is made and submitted to HMRC within 12 months of the date of submission of the original return.
- Where a return has not been issued, you have notified HMRC within the statutory time limits of chargeability to tax; and/or, if appropriate to the insured incident, your operation of PAYE and your use of subcontractors in the construction industry; and have registered for VAT where required.
- When a compliance check begins;
  - (a) we must be the Income Tax or Corporation Tax Self Assessment return agent; or
  - (b) if a registered charity, we must have a current engagement letter from you for the ongoing provision of accountancy, tax or audit services or a combination of these.
- You are a registered charity and are registered with HMRC to claim Gift Aid relief if HMRC is checking your Gift Aid compliance.
- You must at all times during the course of a claim
  - give us and CCH a full and truthful account of your affairs;
  - co-operate with and follow our and CCH's advice.
- We receive your claim in writing during the period of insurance; and any insured incident is within the United Kingdom of Great Britain and Northern Ireland; and for any alleged liability to tax, National Insurance Contributions, underpayment of the National Minimum Wage or any consequent and related penalties, it is always more likely than not that your liability will be reduced.
- You must be one of our clients when a claim is made.

**Claims procedure**

Notify us of a potential claim as soon as possible. We will report claims to CCH in writing. CCH will usually ask for a claim form to be completed and returned with supporting information. CCH will appoint us to represent your interests and our costs will be billed direct to CCH. You will be asked to pay any VAT element if you are VAT registered. We will keep you informed of the progress of any claim you make.

**Cancellation rights**

If the policy does not meet your requirements, you may cancel it within 14 days of our receipt of your premium and receive a full refund provided that you have not made or intend to make a claim.

**Demands and Needs**

As we have not undertaken a review of your particular circumstances, we have not made a personal recommendation as to whether this fee protection policy is most suitable for your particular needs. Thus, we have not provided advice to you, but have given you sufficient information to enable you to decide if this fee protection policy is suitable to meet your particular needs.

CCH only offer insurance policies which are underwritten by DAS Legal Expenses Insurance Company Limited (the insurer). CCH represent and act on behalf of the insurer for the purpose of policy and claims administration. Please refer to the policy document and policy summary for full details of the policy terms and conditions.

**CCH Customer care**

CCH aim to give a high standard of service at all times. If you are unhappy with CCH's service for any reason, you should write to Client Relations, CCH, Croner House, Wheatfield Way, Hinckley LE10 1YG, United Kingdom. Alternatively you can telephone CCH on 01455 897259, send CCH a fax on 01455 897026 or e-mail CCH at [clientrelations@wolterskluwer.co.uk](mailto:clientrelations@wolterskluwer.co.uk).

You may also write to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, United Kingdom. Alternatively you can telephone DAS on 0117 934 0066 or e-mail DAS at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

If you cannot settle your complaint with CCH or DAS, you may be entitled to refer it to Financial Ombudsman Service. You can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, London, E14 9SR. You can also telephone them on 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Their website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Croner Group Limited and DAS are both ultimately covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if CCH or DAS cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

**Important:** This document only provides a summary of the cover provided. A copy of the master policy, which provides full details of the terms, conditions and limitations of the cover, is available from us on request. Cover is underwritten by DAS Legal Expenses Insurance Company Limited. CCH Fee Protection is a trading name of Croner Group Limited registered in England & Wales, No. 8654528, VAT Number 173 1676 02. Registered office: Croner House, Wheatfield Way, Hinckley, Leicestershire, LE10 1YG. Croner Group Limited is authorised and regulated by the Financial Conduct Authority and is a wholly owned subsidiary of Wolters Kluwer (UK) Limited.