

# KINGSBRIDGE SOLE TRADER PROFESSIONAL FEES POLICY

Effected through Kingsbridge Contractor Insurance a **division of Kingsbridge Risk Solutions Limited**

This insurance is administered by Legal Insurance Management Limited and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Its UK Branch office is Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available on request.

**Kingsbridge Risk Solutions Limited is Authorised and Regulated by the Financial Conduct Authority.  
Its FCA reference number is 309149**



## Contents

Contents.....	2
Important information .....	3
Claims.....	4
Policy Definitions.....	5
Cover .....	8
Section 1a – Consumer Disputes (Personal).....	9
Section 1b – Home Rights (Personal).....	10
Section 1c – Taxation (Personal) .....	10
Section 1d – Criminal Prosecution Defence (Personal) .....	11
Section 1e – Personal Injury (Personal).....	12
Section 1f – Jury Service (Personal).....	12
Section 1g – Identity Theft (Personal).....	12
Section 2a – Contract Dispute (Commercial).....	14
Section 2b – Tax, VAT, PAYE and NIC Investigations (Commercial).....	14
Section 2c – IR35 Status Enquiries (Commercial).....	15
Section 2d – IR35 Status Enquiry Taxes and Interest (Commercial) .....	15
Section 2e – IR35 Status Enquiry Penalties (Commercial).....	15
Section 2f – Property Protection (Commercial) .....	15
Section 2g – Licence Protection (Commercial).....	16
Section 2h – Wrongful Arrest (Commercial) .....	16
Section 2i – Debt Recovery (Commercial) .....	16
Section 2j – Data Protection (Commercial) .....	17
General Policy Exclusions .....	18
Policy conditions .....	21
Complaints Procedure.....	24



## Important information

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY A CLAIM.**

**INDEMNITY UNDER SECTIONS 2D AND 2E IS SUBJECT TO THE POLICYHOLDER HAVING ACHIEVED ACCEPTANCE FROM OUR APPROVED PANEL UNDER THE DEFINED IR35 ASSESSMENT.**

- I. All potential claims must initially be reported to **Our** appropriate Claims Notification and Helpline Services detailed below:

### **Sections 1 & 2: Legal Claims Notification & Advice Helpline Service – 01384 885155**

Operates 24 hours a day, 365 days a year.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

### **Tax Claims Notification Helpline Service – 01384 377000**

### **Tax Advice Helpline Service – 01455 852034**

### **Identity Theft Claims Notification & Advice Helpline Service – 01384 397757**

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

This Helpline Service is only in respect of Tax or **Identity Theft** issues and cannot assist with any other insurance matter.

- II. This is a policy where the **Insured Person** must notify **Us** during the **Period of Insurance** and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for the **Insured Person's Professional Fees**.
- III. If the **Insured Person** can convince **Us** that there are reasonable **Prospects of Success** in their claim and that it is necessary for **Professional Fees** to be paid **We** will:
- take over the claim on the **Insured Person's** behalf;
  - appoint a specialist of **Our** choice to act on the **Insured Person's** behalf.
- IV. **We** may limit the **Professional Fees** that **We** pay under the policy where:
- We** consider it is unlikely a sensible settlement of the **Insured Person's** claim will be obtained; or
  - there is insufficient prospects of obtaining recovery of any sums claimed; or
  - the potential settlement amount of the **Insured Person's** claim is disproportionate compared with the time and expense incurred in pursuing or defending their claim.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to the Insured Person the amount in dispute which will then constitute the end of the claim under this policy.

- V. If **Legal Proceedings** have been agreed by **Us**, the **Insured Person** may at this stage decide to nominate and use their own solicitor or indeed, they may wish to continue to use **Our** own specialists. If the **Insured Person** decides to nominate their own professional **We** must agree this in advance and the **Insured Person** will be responsible for any **Professional Fees** in excess of those which **Our** own specialists would normally charge **Us** (Details are available upon request).
- VI. If the **Insured Person** is awarded any costs (not their damages) at conclusion of their claim, these must be paid to **Us**.
- VII. In the **Event** that the **Insured Person** makes a claim under this policy which they subsequently discontinue due to their own disinclination to proceed, any **Professional Fees** incurred to date will become the **Insured Person's** own responsibility and will be required to be repaid to the **Insurer**.

## Claims

All potential claims must initially be reported to the Claims Notification Service.

### LEGAL CLAIMS NOTIFICATION & ADVICE HELPLINE SERVICE

Telephone number – 01384 885155

Operates 24hrs a day

365 days a year

### CLAIMS NOTIFICATION SERVICE

Telephone number – 01384 377000

Operates 09:00 – 17:00

Monday to Friday excluding Bank Holidays

### TAX ADVICE NOTIFICATION SERVICE

Telephone number – 01384 852034

Operates 09:00 – 17:00

Monday to Friday excluding Bank Holidays

### IDENTITY THEFT CLAIMS & ADVICE HELPLINE SERVICE

Telephone number – 01384 397757

Operates 09:00 – 17:00

Monday to Friday excluding Bank Holidays

**Please note that the Tax Claims Notification Service is not empowered to give advice on the admissibility of any claim under this policy.**

If **You** wish to make a claim or **You** have a query relating to policy cover **You** should contact:

Claims Department  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF  
Email – [claims@legalim.com](mailto:claims@legalim.com)

## Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

### AGENT

The **Agent** appointed by the Coverholder to transact this insurance with **You**.

### ASPECT ENQUIRY

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

### AUTHORISED PROFESSIONAL

A solicitor, accountant, firm of accountants or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** interest.

### BUSINESS

The **Business** detailed in the **Schedule**.

### CLAIM LIMIT(S)

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified within the **Schedule**.

### COMPREHENSIVE ENQUIRY

A **Comprehensive Enquiry** is an extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of **Taxes** of all books and records underlying the entries made on the return.

### COURT

A **Court**, tribunal or other competent authority.

### CREDIT REFERENCE AGENCY

Including but not limited to Equifax, Experian, and Call Credit.

### EVENT (APPLICABLE TO SECTIONS 2C, 2D AND 2E)

An occurrence triggered by the **Insured Person** specified in the **Schedule** and/or **Policyholder** (or their respective representatives) receiving written or verbal notification from HMRC that an IR35 status enquiry will be undertaken.

### EVENT (APPLICABLE TO ALL OTHER SECTIONS)

The initial **Event**, act or omission which sets off a natural and continuous sequence of **Events** that subsequently gives rise to a claim for **Professional Fees** and/or payment of a benefit under this policy.

### EXCESS

The first amount of each and every claim as detailed on the **Schedule** or **Insured Event**.

### HOME

**Your** principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

### IDENTITY THEFT

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.



### IN-DEPTH INVESTIGATIONS

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

### INDIRECT LOSSES

Losses or damage which is not directly associated with the incident that caused the **Insured Person** to claim, unless expressly stated in this policy.

### INSURED PERSON

Section 1:

- a) The **Insured Person** specified within the **Schedule**.
- b) The husband or wife of the **Insured Person** specified within the **Schedule** or their partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any **Business** partners or associates.
- c) The children and parents of the **Insured Person** specified within the **Schedule** who are normally resident in the **Home**.

Sections 2a, 2b, 2f, 2g, 2h, 2i and 2j:  
The Policyholder.

Sections 2c, 2d and 2e:

- a) The **Policyholder**
- b) The person or company for whom the **Policyholder** has carried out professional duties under a formal written contract which sets out the duties and responsibilities of all parties but only where legislation makes them responsible for the taxes, fines and **Penalties** relating to any IR35 challenge by HMRC.

### INSURER

This insurance is administered by Legal Insurance Management Limited, arranged by Kingsbridge Risk Solutions Limited and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Its UK Branch office is Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Legal Insurance Management Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

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### IR35 ASSESSMENT

The **IR35 Assessment** provided by a source previously agreed by **Us** in writing for which the **Policyholder** must have achieved acceptance in order for any indemnity to apply under Sections 2d and 2e of this policy.

### LEGAL PROCEEDINGS

When formal **Legal Proceedings** are issued against an opponent in a **Court** of Law.

### PAYMENT CARD

Bank, charge, cheque, credit, debit, and cash dispenser cards.

### PAY AS YOU EARN (PAYE) DISPUTE

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with **PAYE** regulations.

### PENALTIES

Financial **Penalties** and fines for which HMRC have held the **Policyholder** accountable.



#### **PERIOD OF INSURANCE**

The **Period of Insurance** shown in the **Schedule**.

#### **POLICYHOLDER, YOU, YOUR**

The **Person** and/or **Business** specified within the **Schedule** who, in respect of Sections 2d and 2e, must have achieved acceptance under the **IR35 Assessment** and carried out professional duties in connection with the relevant **Insured Person** specified within the **Schedule** under a formal written contract which sets out the duties and responsibilities of all parties.

#### **PROFESSIONAL FEES**

Legal and accountancy fees and costs including disbursements properly incurred by the **Authorised Professional**, with **Our** prior written authority including costs incurred by another party for which the Insured Person is made liable by **Court Order**, or may pay with **Our** consent in pursuit of a civil claim in the **Territorial Limits** arising from an Insured **Event**. **Professional Fees** will include **VAT** where it cannot be recovered.

#### **PROSPECTS OF SUCCESS**

At least a 51% chance of the **Policyholder** achieving a favourable outcome subject to the **Professional Fees** being deemed proportionate to the full extent of any potential claim under this policy.

#### **SCHEDULE**

The document which shows details of **You** and this insurance and is attached to and forms part of this policy.

#### **STANDARD PROFESSIONAL FEES**

The level of **Professional Fees** that would normally be incurred by **Us** in using a nominated **Authorised Professional** of **Our** choice

#### **TERRITORIAL LIMITS**

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

#### **TIME OF OCCURRENCE**

- a) Civil Cases - when the **Event** occurred or commenced whichever is the earlier.
- b) Criminal Cases - when the **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question.

#### **VALUE ADDED TAX (VAT) DISPUTE**

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.

#### **WE, US, OUR**

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

## Cover

**You** have paid the premium and supplied to **Us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

**We** will pay **Your** claim in accordance with **Our Standard Professional Fees** up to the **Claim Limits** subject to the terms, conditions and exclusions of this policy, against **Professional Fees** arising from an **Event** occurring within the **Territorial Limits** where **You** notify **Us** during the **Period of Insurance** and within 30 days of the **Event**.





## Section 1a – Consumer Disputes (Personal)

What is Covered?	What is Excluded?
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an <b>Insured Person</b> for:</p> <ol style="list-style-type: none"><li>1. obtaining services;</li><li>2. the purchase, hire, hire-purchase or sale of any personal goods.</li></ol> <p>Claims within Small Claims <b>Court</b> Limits The payment of appropriate experts and <b>Court</b> fees together with assistance provided by <b>Our</b> own in-house legal advisors to construct the <b>Insured Person's</b> case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.</p> <p>Claims above Small Claims Court Limits The payment of <b>Professional Fees</b> incurred by the Appointed Professional appointed by <b>Us</b>.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"><li>1. any contract entered into by an <b>Insured Person</b> in connection with a profession, <b>Business</b> or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy;</li><li>2. any contract where the dispute arises within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;</li><li>3. any contract under which a sum of money was due and payable more than 180 days before the claim was reported;</li><li>4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the <b>Home</b>;</li><li>5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such Contract;</li><li>6. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;</li><li>7. any dispute with local or government authorities.</li></ol>



## Section 1b – Home Rights (Personal)

What is Covered?	What is Excluded?
<p>The pursuit of civil claims:</p> <ol style="list-style-type: none"><li>loss or damage to:<ol style="list-style-type: none"><li>goods in the <b>Home</b> owned by or for which an <b>Insured Person</b> is responsible; or</li><li>the <b>Home</b>;</li></ol></li><li>an alleged infringement of rights appertaining to the <b>Home</b>.</li></ol>	<p>Any claim relating to:</p> <ol style="list-style-type: none"><li>the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;</li><li>disputes with local or government authorities;</li><li>disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement;</li><li>compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property;</li><li>actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works;</li><li>a dispute arising within the first 90 days of the first <b>Period of Insurance</b> unless <b>You</b> can provide evidence that <b>You</b> had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;</li><li>claims relating to material damage covered by another relevant insurance policy;</li><li>mining subsidence.</li></ol>

## Section 1c – Taxation (Personal)

What is Covered?	What is Excluded?
<p><b>Professional Fees</b> arising from or relating to an <b>Aspect Enquiry</b> or an in-depth HM Revenue &amp; Customs investigation of an <b>Insured Person's</b> personal tax affairs.</p>	<p><b>Professional Fees</b> arising:</p> <ol style="list-style-type: none"><li><b>Aspect Enquiries</b> less than £100;</li><li>where the investigation or enquiry had commenced before the first Period of Insurance or the <b>Insured Person</b> should have realised that a claim might occur;</li><li>from investigation or enquiry by or transfer to the Special Compliance Office;</li><li>as a result of a false or misleading statement or representation to the HM Revenue &amp; Customs;</li><li>from deficiencies in books, records, accounts or returns including the costs of repairing a return;</li><li>from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.</li></ol>



## Section 1d – Criminal Prosecution Defence (Personal)

What is Covered?	What is Excluded?
<p><b>Professional Fees</b> incurred in the defence of criminal Legal Proceedings brought against an <b>Insured Person</b> as a result of any act or omission or alleged act or omission, including:</p> <p>Police Station Representation: <b>Professional Fees</b> incurred in representing an <b>Insured Person</b> at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p>Magistrates' <b>Court</b> Representation: <b>Professional Fees</b> incurred in representing an <b>Insured Person</b> at a Magistrates' <b>Court</b>.</p> <p>Crown <b>Court</b> Representation: A sum equal to any assessed income based contribution payable by the <b>Insured Person</b> towards <b>Professional Fees</b> incurred under the Crown <b>Court</b> Means Testing scheme.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"><li>1. the defence of any offence of deliberate and wilful criminal acts or Omissions;</li><li>2. any matter where the <b>Authorised Professional</b> assesses that reasonable prospects of success do not exist;</li><li>3. any offence relating to a motor bike / vehicle;</li><li>4. <b>Professional Fees</b> required to be paid by an <b>Insured Person</b> in excess of the pre-conviction assessed income based contribution under the Crown <b>Court</b> Means Testing scheme following conviction;</li><li>5. assessed income based contributions payable by the <b>Insured Person</b> towards <b>Professional Fees</b> incurred under the Crown <b>Court</b> Means Testing scheme which exceed the Claim Limit;</li><li>6. any <b>Professional Fees</b> where the <b>Insured Person</b> fails to:<ul style="list-style-type: none"><li>o apply for a Representation Order under the Crown <b>Court</b> Means Testing scheme;</li><li>o submit any required information under the Crown <b>Court</b> Means Testing scheme;</li><li>o comply with the terms of the Representation Order;</li><li>o use a representative that can act under the terms of a Representation Order under the Crown <b>Court</b> Means Testing Scheme;</li></ul></li><li>7. the defence of any action, enforcement, or recovery of sums payable against an <b>Insured Person</b> under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown <b>Court</b> Means Testing scheme.</li></ol>



## Section 1e – Personal Injury (Personal)

What is Covered?	What is Excluded?
Pursuing a civil claim for damages in respect of death of or bodily injury to an <b>Insured Person</b> caused by negligence.	Any claim relating to: <ol style="list-style-type: none"><li>1. any illness (including stress related conditions) naturally occurring condition or degenerative process which develops gradually and is not caused by a specific or sudden accident;</li><li>2. the defence of an <b>Insured Person</b> other than the defence of a counter-claim or an appeal against judgement;</li><li>3. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products);</li><li>4. any claim arising from stress or a psychological related condition.</li></ol>

## Section 1f – Jury Service (Personal)

What is Covered?	What is Excluded?
The actual amount of salary or wages an <b>Insured Person</b> loses while they are off work to attend a <b>Court</b> for jury service.  The maximum amount <b>We</b> will pay under this section is £5,000 per claim.	Salary or wages: <ol style="list-style-type: none"><li>1. which can be recovered from the relevant <b>Court</b>;</li><li>2. where <b>You</b> are unable to prove <b>Your</b> loss.</li></ol>

## Section 1g – Identity Theft (Personal)

What is Covered?	What is Excluded
Following an <b>Event of Identity Theft</b> : <ol style="list-style-type: none"><li>1. necessary <b>Legal Expenses</b> and ancillary costs incurred:<ol style="list-style-type: none"><li>a) to defend a claim from a financial institution, merchants or their collection agencies;</li><li>b) for the removal of any criminal or civil judgements wrongly entered against the <b>Insured Person</b>;</li><li>c) challenging the accuracy or completeness of any information in a <b>Credit Reference Agency</b> report; and</li><li>d) to create documents needed to prove the <b>Insured Person's</b> innocence in terms of any financial irregularities committed unlawfully;</li></ol></li><li>2. postal and phone costs the <b>Insured Person</b> has to pay in dealing with financial institutions, the Police and <b>Credit Reference Agencies</b> to report or discuss an actual <b>Identity Theft</b>;</li></ol>	Any claim relating to: <ol style="list-style-type: none"><li>1. any <b>Identity Theft</b> connected with <b>Your Business</b>, profession, or occupation;</li><li>2. any legal action where the <b>Insured Person</b> does not have a reasonable prospect of success;</li><li>3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an <b>Insured Person</b>, or any other person acting in collusion with an <b>Insured Person</b>;</li><li>4. any <b>Indirect Losses</b> other than as identified above.</li></ol>



3. fees charged for the reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information;
4. the **Insured Person's** lost earnings as a result of time away from work to go and see the Police, financial institutions or **Credit Reference Agencies** to report or discuss an actual **Identity Theft**.

The **Events** above must be as a result of an actual **Identity Theft**.

#### **IDENTITY THEFT CLAIMS CONDITIONS**

Please read the following carefully to comply with the conditions of this section.

If an **Insured Person** discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the **Insured Person** must:

- i) contact the **Identity Theft** Claims Notification and Advice Helpline Service on 01384 397757;
- ii) make sure that they have their address history for the last 6 years;
- iii) file a Police report within 12 hours of discovering the **Identity Theft**;
- iv) let their financial institutions, **Payment Card** company (ies) and all other accounts know of the **Identity Theft** within 12 hours of discovering the **Identity Theft**;
- v) fill out and return any claim forms including an authorisation for **Us** to obtain records and other necessary information, if these are applicable
- vi) send **Us** proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary;
- vii) immediately send **Us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
- viii) take all necessary action to prevent further damage to their identity.

#### **IDENTITY THEFT CLAIMS PROCESS**

The **Insured Person** must contact the **Identify Theft** Claims Notification and Advice Helpline Service on 01384 397757 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead **Us** to decline the claim.

**We** will give the **Insured Person** a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the **Insured Person** access by phone to repair their credit file or files following an **Identity Theft**.

**We** will personalise documents on the **Insured Person's** behalf and post these to them for signing and sending on to the relevant organisations.



## Section 2a – Contract Dispute (Commercial)

What is Covered?	What is Excluded?
<p>A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"><li>1. a lease, licence or tenancy of land or buildings;</li><li>2. a contract of employment;</li><li>3. arbitration arising out of an arbitration clause in any contract.</li><li>4. a breach or alleged breach of professional duty by an <b>Insured Person</b>;</li><li>5. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists;</li><li>6. amounts in dispute, including any instalment payments due and payable at the time of making the claim, less than £250;</li><li>7. the first 10% of <b>Professional Fees</b> incurred.</li></ol>

## Section 2b – Tax, VAT, PAYE and NIC Investigations (Commercial)

What is Covered?	What is Excluded?
<p><b>Professional Fees</b> incurred by <b>You</b> in respect of a:</p> <ol style="list-style-type: none"><li>1. <b>Comprehensive Enquiry</b>;</li><li>2. In-Depth Investigation arising out of <b>Your</b> tax affairs;</li><li>3. <b>VAT</b> Dispute;</li><li>4. <b>PAYE</b> Dispute;</li><li>5. NIC Dispute;</li></ol> <p>as a result of an enquiry from HM Revenue &amp; Customs following the issue of a notice under Section 9A or Section 12C of the Taxes Management Act 1970 or <b>Schedule</b> 18, paragraph 24 of the Finance Act 1998 as amended by the relevant section of the Finance Act 2007.</p>	<p>Any claims in respect of or arising out of:</p> <ol style="list-style-type: none"><li>1. <b>Aspect Enquiries</b> less than £100;</li><li>2. <b>Professional Fees</b> in any claim involving dishonesty, criminal proceedings or alleged fraudulent evasion of tax or misstatement with the intent to deceive;</li><li>3. tax avoidance schemes;</li><li>4. claims which originate from any enquiry, investigation or dispute which existed before the <b>Period of Insurance</b> including any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query;</li><li>5. disputes where reasonable <b>prospects of success</b> do not exist;</li><li>6. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return;</li><li>7. costs of appeals which <b>We</b> have not approved;</li><li>8. any claim which occurs during the first 60 days of the first <b>Period of Insurance</b>;</li><li>9. fees and Disbursements payable to an accountant, firm of accountants or person not approved by <b>Us</b>;</li><li>10. technical or routine treatment or matters not connect with or arising out of an expression of dissatisfaction of <b>Your</b> affairs;</li><li>11. pre notification costs.</li></ol>



## Section 2c – IR35 Status Enquiries (Commercial)

What is Covered?	What is Excluded?
An enquiry conducted under the <b>PAYE</b> and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35) relating to the employment status of the Policyholder	<ol style="list-style-type: none"><li>1. <b>Professional Fees</b> incurred in respect of an appeal against a decision following a Tax Tribunal hearing;</li><li>2. claims arising from any voluntary disclosure.</li></ol>

## Section 2d – IR35 Status Enquiry Taxes and Interest (Commercial)

What is Covered?	What is Excluded?
Any taxes and interest owed by the <b>Policyholder</b> for which HMRC hold the <b>Insured Person</b> accountable following an IR35 status enquiry covered under Section 2c	<ol style="list-style-type: none"><li>1. Any incident where <b>Prospects of Success</b> have been deemed insufficient following an enquiry covered under Section 2c;</li><li>2. claims arising from any voluntary disclosure.</li></ol>

## Section 2e – IR35 Status Enquiry Penalties (Commercial)

What is Covered?	What is Excluded?
Any <b>Penalties</b> for which HMRC hold the <b>Insured Person</b> accountable following an IR35 status enquiry covered under Section 2c	<ol style="list-style-type: none"><li>1. Any incident where <b>Prospects of Success</b> have been deemed insufficient following an enquiry covered under Section 2c</li><li>2. <b>Penalties</b> which are:<ol style="list-style-type: none"><li>a) unrelated to the taxes required for payment under Section 2d;</li><li>b) unable to be mitigated</li></ol></li><li>3. claims arising from any voluntary disclosure.</li></ol>

## Section 2f – Property Protection (Commercial)

What is Covered?	What is Excluded?
<p>Any civil action relating to material property, owned by an <b>Insured Person</b> or for which they are responsible, arising out of an alleged or actual negligent act or omission or any nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to such material property or pecuniary loss to an <b>Insured Person</b>.</p> <p>Any civil action between an <b>Insured Person</b> and their landlord under the terms of a lease or tenancy agreement applying to an <b>Insured Person's Business</b> premises.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"><li>1. a contract made between an <b>Insured Person</b> and a third party;</li><li>2. goods in transit or goods lent or hired to third parties;</li><li>3. goods at premises other than those occupied by an <b>Insured Person</b> unless they are at such premises for the purpose of installation or use in work to be carried out by an <b>Insured Person</b>;</li><li>4. mining subsidence;</li><li>5. disputes relating to rent and service charges and any relevant Taxes;</li><li>6. an <b>Insured Event</b> arising in the first 90 days of the first <b>Period of Insurance</b> unless <b>You</b> had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;</li><li>7. compulsory purchase, confiscation, nationalisation, requisition or destruction of or</li></ol>



	restrictions or controls placed on, or damage to, any property; 8. disputes with local or government authorities.
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## Section 2g – Licence Protection (Commercial)

What is Covered?	What is Excluded?
An appeal or representation to the relevant statutory or regulatory authority, <b>Court</b> , tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of an <b>Insured Person's</b> licence(s) issued under statute or statutory instrument or by the government or local authority to <b>You</b> where such licence is necessary to engage in the <b>Insured Person's Business</b> or trade.	Any claim relating to: <ol style="list-style-type: none"> <li>1. an original application or application for renewal;</li> <li>2. any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first <b>Period of Insurance</b>.</li> </ol>

## Section 2h – Wrongful Arrest (Commercial)

What is Covered?	What is Excluded?
The defence of a civil action against an <b>Insured Person</b> in respect of allegations of wrongful arrest or malicious prosecution.	Any claim arising out of or in connection with allegations made by or against or on behalf of an employee or ex-employee or any other person working or contracting for the <b>Insured Person</b> whether or not an employee.

## Section 2i – Debt Recovery (Commercial)

What is Covered?	What is Excluded?
<b>Professional Fees</b> incurred by an <b>Insured Person</b> in the recovery of money and interest due to them from another <b>Business</b> for the provision of goods and/or services, <b>professional fees</b> and services, or dishonoured cheques.	Any claim relating to: <ol style="list-style-type: none"> <li>1. any matter where the debtor intimates that a defence exists or a defence is served;</li> <li>2. damages for breach of contract;</li> <li>3. hire purchases or credit sale agreements other than arrears;</li> <li>4. the return of goods hired or leased;</li> <li>5. debts reported to <b>Us</b> more than sixty days after the money has become due and payable;</li> <li>6. debts less than £250;</li> <li>7. the first 10% of <b>Professional Fees</b> incurred;</li> <li>8. a debt that existed prior to the commencement of this insurance.</li> </ol>





## Section 2j – Data Protection (Commercial)

### What is Covered?

Under the Data Protection Act 1998:

1. The defence of a civil action for compensation under Section 13 of the 1998 Act. **We** will also, subject to the **Claim Limits**, pay any compensation awarded against an **Insured Person**;
2. An **Insured Person** being served with enforcement, de-registration or transfer prohibition notice;
3. An **Insured Person's** appeal against the refusal of the Information Commissioner to register their application for registration.

Provided that for claims arising under Section 13 of the 1998 Act **You** have registered with the Information Commissioner.



## General Policy Exclusions

This insurance does not cover:

- I. **Professional Fees** incurred:
  - a. in respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of the insurance;
  - b. where the **Insured Person** should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c. before **Our** written acceptance of a claim;
  - d. before **Our** approval or beyond those for which **We** have given **Our** approval;
  - e. where the **Insured Person** fails to give proper instructions in due time to **Us** or to the **Authorised Professional**;
  - f. where the **Insured Person** is responsible for anything which in **Our** opinion prejudices their case;
  - g. if the **Insured Person** withdraws instructions from the **Authorised Professional**, fails to respond to the **Authorised Professional**, withdraws from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for them;
  - h. where the **Insured Person** decides that they no longer wish to pursue their claim as a result of disinclination. All costs incurred up until this stage will become the **Insured Person's** responsibility;
  - i. in respect of the amount in excess of **Our Standard Professional Fees** where the **Insured Person** has elected to use an **Authorised Professional** of their own choice;
- II. claims under Section 2 which do not arise in connection with or from the conduct of the **Business**;
- III. the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
- IV. claims which are conducted by the **Insured Person** in a manner different from the advice or proper instructions of **Us** or the **Authorised Professional**;
- V. appeals unless the **Insured Person** notifies **Us** in writing of their wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable **Prospects of Success**;
- VI. any **Professional Fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
- VII. **Events** arising from the **Insured Person's** deliberate act, omission or misrepresentation;
- VIII. any dispute relating to written or verbal remarks which damage the **Insured Person's** reputation;
- IX. **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to the **Insured Person's** own requirements;
- X. **Legal Proceedings** outside the **Territorial Limits** and proceedings in constitutional international or supranational **Courts** or tribunals including the European **Court** of Justice and the Commission and **Court** of Human Rights;
- XI. a dispute which relates to any compensation or amount payable under a contract of insurance;

- XII. a dispute with **Us** not dealt with under the Arbitration condition;
- XIII. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
- XIV. an application for judicial review;
- XV. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases;
- XVI. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
- XVII. any matter in respect of which an **Insured Person** is entitled to Legal Aid where **Our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown **Court** Means Testing scheme where this applies;
- XVIII. any **Professional Fees** relating to the **Insured Person's** alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under Insured **Event** – Criminal Prosecution Defence;
- XIX. any dispute or prosecution involving a motor bike / vehicle unless the dispute relates to a personal injury claim;
- XX. any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products);
- XXI. any claim arising from a stress or psychological related condition;
- XXII. disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **Insured Person's** professional advisor;
- XXIII. a claim falling within the Small Claims Track limits (other than as detailed within Insured **Events** – Consumer Disputes);
- XXIV. **Legal Proceedings** between an **Insured Person** and a central or local government authority: unless an **Insured Person** has suffered or could suffer pecuniary loss if the **Legal Proceedings** are not pursued or defended; or concerning the imposition of statutory charges;
- XXV. damages, fines or other **Penalties** the **Insured Person** is ordered to pay by a **Court**, tribunal or arbitrator other than as insured under Insured **Events**;
- XXVI. **War**  
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;
- XXVII. **Terrorism**  
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;



XXVIII. **Radiation**

Any direct or indirect consequence of:

Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;

XXIX. **Electronic Data**

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean 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.



## Policy conditions

### Observance

**Our** liability to make any payment under this policy will be conditional on **You** and the **Insured Contractor** complying with the terms and conditions of this insurance.

### Claims

UK General Insurance Ltd is an **Agent** of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

### Conduct of Claim

- I. **You** shall at all times co-operate with **Us** and give to **Us** and the **Authorised Professional** evidence, documents and information of all material developments and shall attend upon the **Authorised Professional** when so requested at **Your** own expense.
- II. **We** shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose. **You** or **Your Authorised Professional** shall notify **Us** immediately in writing of any offer or settlement and **You** must secure **Our** written agreement before accepting or declining any such offer.
- III. **We** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or other person without **Our** agreement.

### Representation

**We** will take over and conduct in **Your** name the settlement of any claim. The **Authorised Professional** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination.

**You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional**, **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **You** have elected to use **Your** own nominated **Authorised Professional**, **You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

### Recovery of Costs

**You** should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **You** all or any costs charges, fees, expenses or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

### Arbitration

Any dispute between **You** and **Us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **We** both agree. If **We** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

### Fraud

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:



- I. fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- II. fails to reveal or hides a fact likely to influence the cover **We** provide;
- III. makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- IV. sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- V. makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- VI. makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

#### **Due Care**

**You** must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**

#### **Cancellation**

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your Agent** 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, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your Agent** however no refund of premium will be payable.

**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 a 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:

- I. Where **We** reasonably suspect fraud
- II. Non-payment of premium
- III. Threatening and abusive behaviour
- IV. Non-compliance with policy terms and conditions
- V. **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 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 Insurances (Disclosure and Representations) Act 2012.

#### **Acts of Parliament**

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

#### **Data Protection Act 1998**

Please note that any information provided to **Us** will be processed by **Us** and **Our Agents** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims,



if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.

#### **Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

#### **Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

#### **Tax Claims Notification Service**

All potential claims **must be** reported initially to the Tax Claims Notification service for support.

#### **Tax Claims Notification Service: - 01384 377000**

**We** will not accept responsibility if the notification service fails for reasons beyond **Our** control.

#### **Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the **Event** of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

#### **Insurance Act 2015**

Under the terms of the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk. To ensure that **You** comply with this obligation, **You** must disclose clearly, accessibly and in good faith:

- I. All material facts **You** know, or should have known, or are suspected;
- II. Sufficient information to put a prudent underwriter on notice that they should make further enquiries.

**You** are not required to disclose details which diminish the risk, or which the underwriter knows, or ought to have known, but as well as the general details of the risk, **You** should disclose:

- I. Any special or unusual facts relating to the risk
- II. Any particular concerns which led **You** to seek insurance for this risk
- III. Any other fact being something that should be included within a fair presentation of risk to an underwriter.

Failure to do this could affect the validity of **Your** policy and mean that it may not operate fully in the **Event** of a claim. If **You** have any queries relating to what information should be disclosed as fair presentation of the risk, please contact **Your Agent**.

## Complaints Procedure

In the **Event** of a service complaint arising under the arrangement of this insurance, **You** should contact **Your Agent** in the first instance:

Kingsbridge Contractor Insurance  
9 Miller Court  
Tewkesbury  
Gloucestershire  
GL20 8DN

Website – [www.kingsbridge.co.uk](http://www.kingsbridge.co.uk)  
Customer Services Telephone – 01242 808740

In the **Event** of a complaint regarding claims or coverage under this insurance, **You** should in the first instance write to:

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Phone – 01384 377000  
Email – [claims@legalim.com](mailto:claims@legalim.com)

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a **Business** capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 0300 123 9123  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Authority Trading Standards Service or Citizens Advice Bureau.

### COMPENSATION SCHEME

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of **Business** and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).