

Tax and Government Audit Policy



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About Vero

Vero was the first insurance company in Australia to design and launch a tax audit policy in 1991, and since then has consistently led the insurance market in creating new products in this area and updating its existing products in line with legislation eg the introduction of GST 2000. As one of Australia's largest and most successful intermediated general insurers, **we** ensure that all of **our** processes and policies comply with ASIC requirements.

About Accountancy Insurance Underwriting

Agency acting as an Agent for Insurer

In effecting this contract of insurance, Accountancy Insurance Underwriting Pty Ltd ACN 132 594 677 (AFS Licence: 340731) will be acting under an authority given to it by the insurer, AAI Limited ABN 48 005 297 807 trading as Vero Insurance (Vero). Accountancy Insurance Underwriting Pty Ltd will be acting as agent of Vero and not of the Insured.

About Accountancy Insurance

Accountancy Insurance are Tax Audit Insurance specialists and have been providing services to accountants since 2004.

About This Policy

This policy is a continual combination of Accountancy Insurance's expertise and Vero's commitment to having the most specialised, comprehensive and easy to understand Tax and Government Audit policy in the market.

References to "**we**", "**our**" and "**us**" in the remainder of this policy are references to AAI Limited trading as Vero Insurance. For all other definitions, go to the "Words with Special Meanings" section commencing on page 10.

The Agreement

This Tax and Government Audit Policy is a legally enforceable contract between **you** and **us**. In exchange for **you** having paid, or agreeing to pay, to **us** the premium shown in the Schedule, **we** will provide the insurance cover described in the policy for the **Period of Insurance** shown in the **schedule**, subject to the terms, conditions and exclusions of the policy, and any endorsements. The insurance **we** offer is set out in this policy.

The Policy

Your Tax and Government Audit Policy consists of Terms and Conditions, the **schedule**, and any endorsements. These documents shall be read together as one contract, and any word or expression given a specific meaning in any part has the same meaning wherever it appears. The singular shall include the plural and vice versa.

Where headings are used in this policy, they are purely descriptive in nature and are not intended to be used for interpretative purposes.

It is important that **you** carefully read this policy, including the **schedule** and any endorsements.

In the insurance contract between **you** and **us** **we** agree to provide **you** with the insurance described in this policy and in return **you** agree to pay **us** the **amount payable**.

If **you** have not paid **us** the **amount payable** for additional **clients** that **you** add during the **Period of Insurance**, **you** have no insurance in respect of those **clients**.

This policy will only respond to claims in connection with an **audit** in respect of which **you** or **your client** first receives **specific notice** during the **Period of Insurance** and which is also notified to **us** in the **Period of Insurance** or within 30 days of the end of the **Period of Insurance**.

Privacy Statement

The Privacy Act 1988 (Cth) now applies and requires **us** to inform **you** that **we** collect personal information (*this is information or an opinion about a natural living person whose identity is apparent or can reasonably be ascertained*) from or about **you**, for the purposes of providing insurance services to **you**, including;

- evaluating **your** application for insurance;
- evaluating any request for amendment to any insurance provided;
- providing, administering and managing the insurance provided following acceptance of an application;
- investigating and, if covered, managing claims made in relation to any insurance **you** have with **us** or other companies within the Suncorp group.

The personal information collected can be used or disclosed by **us** for a secondary purpose related to those purposes listed above, but only if **you** would reasonably expect **us** to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to the purposes listed above.

Disclosure

When necessary and in connection with the purposes listed above, **we** may disclose **your** personal information to, and/or receive some personal information from:

- other companies within the Suncorp group;
- **your** insurance intermediary;
- Government bodies, loss assessors, claim investigators, reinsurers;
- other insurance companies, mailing houses, claims reference providers, legal and other professional advisers;
- other service providers, hospitals, medical and health professionals.

Consequences if information is not provided

If **you** do not provide **us** with the information **we** need **we** will be unable to administer **your** policy or manage any claim under **your** policy.

Access

You can request access to the personal information by contacting **us** at AAI Limited, GPO Box 115, Sydney NSW 2001.

In some circumstances **we** may not agree to allow **you** access to some or all of the personal information **we** hold about **you**, such as it is unlawful to give it to **you**. In such cases **we** will give **you** reasons for **our** decision.

Our complaints handling procedure

Resolving your complaints

If **you** think **we** have let **you** down in any way, or **our** service is not what **you** expect (even if through one of **our** agents or representatives), please tell **us** so **we** can help. **You** can tell **us** by phone, in writing or in person.

Should **you** tell **us** in writing it will help to send **us** the full details of **your** complaint together with any supporting documents and an explanation of what **you** want **us** to do. If **you** would like to come in to talk to **us** face to face, please call and **we** will arrange an appointment for a meeting.

What we will do to resolve your complaint

When **you** first let **us** know about **your** complaint or concern the person trying to resolve **your** complaint will listen to **you**, consider the facts and contact **you** to resolve **your** complaint as soon as possible, usually within 24 hours.

If **you** are not satisfied with this person's decision on **your** complaint, then it will be referred to the relevant Operational manager, who will contact **you** within 5 working days. Should **you** not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). **We** will send **you our** final decision within 15 working days from the date **you** first made **your** complaint.

What if you are not satisfied with our final decision?

We expect **our** procedures will deal fairly and promptly with **your** complaint. However if **you** are not satisfied with **our** final decision there are external dispute remedies such as mediation, arbitration or legal action.

Goods and Services Tax

As part of the premium, **we** will charge **you** an amount on account of GST.

You must inform **us** of the extent to which **you** are entitled to an input tax credit for that GST amount each time that **you** make a claim under the Policies. No payment will be made to **you** for any GST liability that **you** may acquire on the settlement of a claim if **you** do not inform **us** of **your** entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this insurance (including provisions in the wordings, any **schedules** and any Endorsement), **our** liability to **you** will be calculated taking into account:

- a) any input tax credit to which **you** are entitled for any acquisition which is relevant to **your** claim, or to which **you** would have been entitled were **you** to have made a relevant acquisition; and
- b) if **your limit of indemnity** is not sufficient to cover **your** loss **we** will only pay GST (less any relevant input tax credit) that relates to **our** proportion of **your** loss. **We** will pay that GST amount in addition to **your limit of indemnity**.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Cooling Off Period

You have the right to cancel and return the insurance policy by notifying **us** in writing within 30 days of the date it was issued to **you** ("**cooling off period**"), unless **you** make a claim under the policy within the cooling off period. If **you** cancel it in this time, **we** will return the amount **you** have paid.

Insurance Code Of Practice

We have adopted the General Insurance Code of Practice developed by the Insurance Council of Australia (ICA). The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what **we** must do when dealing with **you**. Please phone **us** if **you** want more information about the Code.

Duty of Disclosure

Before **you** enter into a contract of general insurance with **us**, **you** have a duty, under the Insurance Contracts Act 1984, to disclose to **us** every matter that **you** know, or could reasonably be expected to know, is relevant to **our** decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to **us** before **you** renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by **us**;
- that is of common knowledge;
- that **we** know or, in the ordinary course of **our** business, ought to know;
- in respect of which **we** have waived **your** duty.

Non-Disclosure

If **you** fail to comply with **your** duty of disclosure, **we** may be entitled to reduce our liability under the policy in respect of a claim or **we** may cancel the policy.

If **your** non-disclosure is fraudulent, **we** may also have the option of avoiding the policy from its beginning.

Miscellaneous Matters

Law

This policy is governed by the law of the State or Territory in which **you** are located.

Termination and Cancellation

If **you** have not complied with **your** respective obligations under this policy, **we** may cancel this policy by giving **you** notice in writing effective at 4:00pm on the third business day after the day on which notice was given to **you**. If **we** cancel a non-instalment policy, **we** will refund to **you** part of the premium paid calculated by reference to the unexpired portion of the **period of insurance**. If **you** cancel a non-instalment policy, **we** will retain a minimum 30% of the premium paid as an administration fee. **We** will refund to **you** part of the premium paid (calculated by reference to the unexpired portion of the **period of insurance**) after the deduction of the 30% administration fee.

Notification and Communication

- a) Every notice of communication **you** are required to give or make under this policy must be sent in writing to **us** care of Accountancy Insurance, Level 2, 49-51 Stead Street, South Melbourne, Victoria, 3205.
- b) Every written notice or communication **we** are required to give or make under this policy will be sent in writing to **you** at the address or facsimile number specified in the **schedule** or as notified by **you** from time to time.
- c) A written notice or communication when sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.
- d) A written notice or communication sent by facsimile to **you** or **your** appointed agent will be deemed to have been received by **you** on the date of transmission.

Obligations Relating to Tax Authorities

As a condition of cover, **you** must:

- a) use **your** best endeavours and give due consideration to compliance with the various legislation, procedures or guidelines issued by the relevant government, authority or agency,
- b) fully comply with all legal requirements in respect of the proper maintenance of records, books and other documents common for **your** profession.

The Cover we provide

What We Cover	What We Exclude
<p>We will pay you for the professional fees that are payable by your client to you in connection with an audit of a return or compliance obligations of which your client receives specific notice on or after the participation date for that client and during the period of insurance and the receipt of that specific notice is notified to us during, or within 30 days of the end of, the period of insurance.</p>	<ol style="list-style-type: none"> 1. for a claim arising from any verbal or written communication of an impending audit given to you or your client prior to your client's participation date 2. for any return lodged outside Australia 3. where a return has been prepared, lodged or submitted fraudulently 4. for any audit which is commenced or is conducted specifically for the purposes of determining your client's taxation liabilities and liability to pay tax, interest, additional tax or penalties as a result of participation in any marketed or mass marketed tax avoidance, tax minimisation or tax exploitation scheme or arrangement unless the mass marketed scheme or tax exploitation scheme or arrangement has received a prior product ruling from the relevant government authority or agency 5. for any audits where your client is bankrupt within the meaning of the Bankruptcy Act 1966, or insolvent, at the start of the audit 6. for any fine or penalties imposed or for any amounts payable pursuant to an amended notice of assessment or adjustment including but not limited to any additional tax, duty, government impost or similar payments 7. in respect of any ATO audit where the auditor has imposed a final shortfall or culpability penalty of 75% or more 8. for any professional fees associated with any criminal prosecution 9. any matter in relation to Child Support or Child Support Agency 10. for any fees payable by your client in connection with an audit of a return or compliance obligations which are not professional fees.
<p>Extra Benefits</p> <p>If we agree to pay a claim, we will also pay:</p> <p>1: Claims Preparation Costs We will pay the reasonable costs which you incur to prepare and submit a claim under this policy.</p> <p>Extension of Cover</p> <p>If more than twenty of your clients have the benefit of this policy, then we will extend the cover provided by this policy to cover you.</p>	<p>The most we will pay is \$250.</p> <p>We will not pay more than \$10,000 for any one claim or during any one period of insurance for this additional cover.</p>

How much we pay

The most **we** will pay in relation to each **client**, irrespective of the number of **audits**, or claims under the policy:

- a) for any one **audit** is the relevant **limit of indemnity**.
- b) for all claims in total in relation to a **client** during the **period of insurance** is the relevant **limit of indemnity**.

Our liability shall not be cumulative in amount from year to year, nor from one **period of insurance** to another. Any amount **we** pay under the policy directly to **your client** is in discharge of **our** obligation to pay **you** in respect of the same **professional fees**.

Claims

Notification

This policy is issued on a "claims made and notified" basis.

This means that these sections of the policy respond to:

- a) claims first made against **you** during the policy period and notified to **us** during the policy period or within 30 days after the lapse of the policy, provided that **you** were not aware at any time prior to the policy inception, or **your clients** participation, of circumstances which would have put a reasonable person in **your** position on notice that a claim may be made against **you** and
- b) written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that **you** may decide to notify are those which might give rise to a claim against **you**. Such notification must be given as soon as reasonably practicable after **you** become aware of the facts and prior to the time at which the policy expires. If **you** give written notification of facts the policy will respond even though a claim arising from those facts is made against **you** after the policy has expired. For **your** information, section 40(3) of the Insurance Contracts Act 1984 is set out below:

Section 40(3). Where the insured gave notice in writing to the insured of facts that might give rise to claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim when made by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.

When the policy period expires, no new notification of claims or facts can be made on the expired policy even though the event giving rise to the claim against **you** may have occurred during the policy period. An exception to this is if the notification of the claim is made within 30 days after the lapse of the policy.

If **you** want to make a claim under this policy, **you** must

- a) give **us** written notice that an **audit** is to be conducted as soon as reasonably practicable of **you** or **your client** being first advised of the **audit**. The written notice must be the completed claim form, and include a copy of the **specific notice** of the **audit** that clearly identifies the type of **audit** to be conducted.
- b) where an **audit** has commenced in the absence of any written **specific notice** being issued to **you**, **you** must provide **us** with a letter signed by **you** verifying that an **audit** has commenced, including details of the date of the first contact by the **auditor** together with the **auditor's** full name, title and telephone contact details and **your** authority for **us** to contact the **auditor** if deemed necessary for validation.

Claims Conduct

You and **your client** must:

- (a) keep **us** fully informed of all material developments in relation to the claim and the **audit**;
- (b) take all reasonable steps to minimise cost and delay including the utilisation of relevant staff for the work to be undertaken and apply standard hourly rates so that the **professional fees** are fair and reasonable for the type of **audit** being managed;
- (c) assist **us** with any matter **we** reasonably request including without limitation providing further information or documentation that **we** may request;
- (d) inform **us** of any other insurance **you** have that may also cover claims under this policy; and
- (e) respond to letters, requests and enquiries from the **auditor** within a reasonable time

Claims Documents

You must submit:

- (a) completed claims form via online access;
- (b) a copy of any **specific notice** that notifies or informs **you** or **your client** of the commencement of an **audit** including any documentation issued to **you** or **your client** by an **auditor**;
- (c) where the claim is over \$1,000, a detailed breakdown of the **professional fees** incurred identifying the partners and number of employees involved, the work undertaken, the description of the work undertaken, the dates that the work was undertaken, the number of hours involved, the hourly rate, the total of disbursement costs and the total of **professional fees** incurred (typically this information is contained in standard 'work in progress reports');
- (d) full details as described above in (c) in respect of **professional fees** incurred when other professionals are engaged by **you**;
- (e) a tax invoice in **your client's** name; and
- (f) the final written confirmation from an **auditor** that the **audit** has been finalised or in the absence of this, except in the case of High Wealth Individual ATO programs, a declaration in writing by **you** that the **audit** has concluded.

Our Claims conduct

When **you** have made a claim **we** or **our** agent may investigate any matter which is or may be the subject of the claim.

Claims Payments

When **we** pay a claim, **we** will make any payment to **you**.

We may make interim claims payments to **you** in respect of **your** claim if:

- (a) the **professional fees** for an **audit** are or will be incurred over a period which exceeds the timeframe listed in **your schedule**;
- (b) if not for a claim under this policy, **you** would have otherwise billed **your client** progressively in accordance with the timeframe listed in **your schedule**; and
- (c) the total of all interim claim payments in relation to the claim and any other claims paid to **you** does not exceed 80% of the **limit of indemnity** for the **client** or **client group**;

We will only make interim payments to **you** as often as each timeframe listed in **your schedule**.

We may make it a precondition of interim claims payment that **you** abide by the terms of an interim claims payment letter, in which case **you** must sign and abide by the terms of an interim claims payment letter that **we** provide to **you** which includes the requirement to pay back all or part of the interim payments made in relation to a claim, if the claim is subsequently declined or reduced by **us**.

When we may refuse a claim

We may refuse a claim (or part of a claim) if:

1. **you** have not complied with **your** Duty of Disclosure;
2. **you** or **your client** has not complied with the terms and conditions of this policy;
3. it is in any way fraudulent;
4. any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefits under this policy.

Words with Special Meaning

Word	Meaning
<p>amount payable</p>	<p>means the amount you must pay us which consists of premium and government charges such as GST as shown in your monthly declaration.</p>
<p>audit</p>	<p>means any audit, official inquiry, official investigation, official review or official examination in respect of a return or compliance obligations submitted by or on behalf of your client that is undertaken, initiated by, or instructed to be undertaken, as a result of specific notice given by:</p> <ol style="list-style-type: none"> 1. the Australian Taxation Office; or 2. any Australian (Federal, State or Territory) government agency or authority that is duly authorised to conduct an audit of a return including without limitation Centrelink; or 3. any body that is authorised to conduct an audit of a Workers Compensation return, <p>whereby you or your client are compelled to act or respond otherwise you or your client will risk prosecution, fines, disciplinary proceedings or other penalties.</p> <p>This definition does not include:</p> <ul style="list-style-type: none"> • any form of activity involving a review relevant to your client maintaining industry status, licence compliance, or membership or any form of application, registration, or re-registration process, occupational health and safety type compliance • any form of activity involving a review of how you assist your client • any form of practice or procedural audit of your client or practice files • any activity involving a statutory authority gathering information or data that is not part of an audit of a specific return or compliance obligations; or • any activity involved in the familiarisation, education, training, application, implementation, process or operation of any amendments or changes to existing or the introduction of new legislation or industry regulation • any form of activity involving a review of a return or compliance obligations that is undertaken by you or your client in the absence of any specific notice.

auditor	means an officer who is authorised under Commonwealth, State or Territory legislation to carry out an audit of your client's taxation, or financial affairs.
client/clients	means any company, firm, partnership, trust, superannuation fund or person (other than you unless you nominate yourself and any associate client group separately and pay the appropriate premium) that you have nominated to us as a primary client via online access whose returns you wish to cover for audits ; and 1. who retains you in relation to the audit ; and 2. who you have nominated to us and in respect of whom you have paid the amount payable ; and 3. who is a member of a client group
client group	means with respect to cover and the limit of indemnity of your client : any company, firm, partnership, trust or person that you have nominated to us as an associate client of a primary client via online access whose returns you wish to cover for audits and include i) any individual, company, firm, partnership or unit trust that holds a 25% or more ownership, interest or shareholding in the primary client; ii) any company, firm, partnership or unit trust in which the primary client holds a 25% or more ownership, control, interest or shareholding; iii) any discretionary trust in which the persons or entities that are included in the cover as a result of items i) or ii) above holds 25% or more representation as trustee of the discretionary trust; iv) spouses of individuals that are included in the cover as a result of item i); providing that any individual included in i) or iv) must receive the majority of their income from the primary client or another entity that is within the client group .

<p>compliance obligations</p>	<p>means an official inquiry, official investigation, official review or official examination by:</p> <ol style="list-style-type: none"> 1. the Australian Taxation Office; or 2. any Australian (Federal, State or Territory) government agency or authority that is duly authorised to conduct an audit of a return including without limitation Centrelink; or 3. any body that is authorised to conduct an audit of a Workers Compensation return; <p>in relation to whether or not your client has met their financial compliance obligations with that government agency, authority or body.</p> <p>The definition of Compliance Audit does not include any 'activity based' business reviews or audits that have a main purpose other than validation of meeting financial compliance obligations.</p>
<p>insolvent</p>	<p>a client is insolvent if:</p> <ol style="list-style-type: none"> 1. it is an insolvent under administration or insolvent (each as defined by the Corporations Act 2001 (Cth)); or 2. it has had a controller appointed or is in liquidation, in provisional liquidation, under administration, has been wound up or has had a receiver appointed to any party of its property; or 3. it is subject to any arrangement, assignment, moratorium, compromise or composition, it is protected from creditors under any statute or it is dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent); or 4. it is taken (under Section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or 5. it is otherwise unlikely to pay its debts when they fall due; <p>or something having a substantially similar effect to clause (1) to (5) above happens in connection with the client under the law of any jurisdiction.</p>
<p>limit of indemnity</p>	<p>means the amount set out in the schedule which represents the limit of our liability during the period of insurance.</p>
<p>participation date</p>	<p>means the next business day after you nominate your client to us.</p>
<p>period of insurance</p>	<p>means the period during which this policy is current as set out in the schedule.</p>

<p>professional fees</p>	<p>means your reasonable and necessary fees, costs and expenses incurred in connection with an audit as defined by the scope of the matter, including the costs of a qualified solicitor or other professional person you may need to engage in connection with an audit as defined by the scope of the matter.</p> <p>Professional fees does not include:</p> <ol style="list-style-type: none"> 1. any fees which are incurred for, or are ordinarily associated with the preparation of your client's accounts, returns, taxation and financial records (including any annual, fixed fee or cost arrangement); or 2. fees incurred for advice which your client should or would incur for work done prior to or as part of the preparation of your client's accounts, returns, taxation and financial records prior to the lodgement of your client's taxation returns, financial records; or 3. fees incurred to prepare any document required by the relevant legislation in connection with a return.
<p>retro date</p>	<p>the date shown in the schedule by retroactive date</p>
<p>return</p>	<p>any return legally required to be and actually lodged (except those relating to Payroll Tax and Superannuation Guarantee Charges or shortfalls connected with them) with an Australian Federal, State or Territory government authority, agency or any body that is authorised to conduct an audit of a Workers Compensation return.</p>
<p>schedule</p>	<p>means the most recent policy schedule issued by us in relation to this policy</p>

<p>specific notice</p>	<p>means any written notice that is addressed to you or your client and is issued by:</p> <ol style="list-style-type: none"> 1. the Australian Taxation Office; or 2. any Australian (Federal, State or Territory) government agency or authority that is duly authorised to conduct an audit of a return including without limitation Centrelink; or 3. any body that is authorised to conduct an audit of a Workers Compensation return that relates to the client's return or compliance obligations, and imposes on the client an obligation to respond or to take some other specific action. <p>A specific notice does not include any written notice sent to you or your client which:</p> <ol style="list-style-type: none"> 1. is educational or purely advisory in nature; or 2. only suggests or proposes actions to be taken by your client; or 3. acts as a warning to your client that your client may be selected for an audit at a future time; or 4. provides an option for you or your client to voluntarily review your client's return or compliance obligations; or 5. does not compel your client to take any action at all.
<p>you or your</p>	<p>means the accountancy practice named in the schedule</p>
<p>Version Number</p>	<p>The version number of this policy wording is 02.2011a</p>
<p>we, our or us</p>	<p>AAI Limited trading as Vero Insurance ABN 48 005 297 807</p>