

RESPONSES TO THE CCBE QUESTIONNAIRE ON PROFESSIONAL INDEMNITY INSURANCE

COMPARATIVE TABLE

OCTOBER 2014

<u>Question 1</u>	
1. Is the purchase of a Professional Indemnity Insurance:	
1.1. required by a statutory obligation?	
1.2. required by the Bar/Law society regulation? Or,	
1.3. a voluntary matter?	
Austria	Required by statutory obligation (law = Austrian Rechtsanwaltsordnung)
Belgium	OBFG : La réponse est 1.2 OVB : The purchase of professional indemnity insurance is required by the Flemish Bar Association. The premium for such insurance is included in the bar contribution.
Cyprus	It is required by the Advocates Law Cap. 2. Details are provided for by a regulatory decision of the board of the Cyprus Bar Association.
Czech Republic	Professional Indemnity Insurance is required by a statutory obligation (The Act No. 85/1996 Coll. on the Legal Profession).
Estonia	Estonian Bar Association Act stipulates: § 48. Professional liability insurance of an attorney (1) In order to ensure compensation for damage caused by the management of a law office or an attorney, the management of a law office is required to enter into a professional liability insurance contract on the following conditions: 1) the insurer shall be a company which has permission to engage in insurance activities in Estonia; 2) the insured event involves direct pecuniary loss caused in connection with the provision of legal services by the management of the law office or an attorney, regardless of the place of provision of legal services. Liability for intentional breach of official duties need not be insured; 3) the minimum amount of insurance coverage for one insured event shall be not less than 63 910 euro; 4) in the case of excess policy, the insurer shall compensate for the full amount of the damage and claim the excess from the policyholder. (2) The Minister of Justice has the right to establish additional conditions for professional liability insurance contracts of a management of a law office and an attorney, in particular concerning insured events, grounds for reduction of the indemnity or refusal to indemnify and the terms for indemnification. (3) Copy of the professional liability insurance contract shall be promptly submitted to the Board of the Bar Association. The insurer shall notify the Board promptly of the expiry of a professional liability insurance contract if the insurer has not entered into a new contract with the policy holder.
Finland	1.2 Required by the Bar obligation (Regulations concerning general liability insurance for advocates)
France	1.1 Obligation légale
Germany	Taking out Professional Indemnity Insurance is required by a statutory obligation in the Federal Lawyers' Act (Art. 51 Bundesrechtsanwaltsordnung, hereinafter: BRAO).
Hungary	1.1 Yes, it is required by the Act XI of 1998 on Attorneys at Law (Ütv.) 1.2 According to the Act on Attorneys at Law, it is also required by the regulation of

	<p>the Hungarian Bar Association.</p> <p>1.3 No, it is obligatory.</p>
Iceland	<p>The purchase of a Professional Indemnity Insurance is required by Act on Professional lawyers' No. 77/1998 and Regulation No. 200/1999 respecting Lawyers' Professional Indemnity.</p>
Ireland	<p><u>Bar Council of Ireland:</u></p> <p>1.1 No, it is not a statutory obligation. 1.2 It is required by the Bar of Ireland. 1.3 It is not a voluntary matter for members of the Bar.</p> <p><u>Law Society of Ireland:</u></p> <p>Required by statutory obligation under powers conferred on the Society by section 26 of the Solicitors (Amendment) Act 1994. Current regulations: The Solicitors Acts 1954 to 2008 (Professional Indemnity Insurance) Regulations 2012 [S.I. No. 452 of 2012].</p>
Italy	<p>A new professional law has been adopted in Italy on the 31.12.2012 (Law No 247 – published in the OJ on the 18.01.2013, n. 15).</p> <p>The Law regulates, inter alia, the matter of the civil liability and accident insurances related to the exercise of the legal profession (Article 12) - they both become mandatory under the new legal framework.</p> <p>The new regulation will enter into force only after the adoption by the Government of a regulation or decree (Ministry of Justice) aiming at providing the essential conditions and the minimum recoverable limits of the policies. The Ministry of Justice will define these elements prior consultation with the National Bar Council (CNF). In this respect, it should be noted that some of the new rules are already operational, as those related to the lawyers' obligation to communicate the insurance policies' data (if they have already negotiated it) to their clients and to their respective local Bars. There are no compulsory obligations as to the form of such communication; however the written form is recommended in order to avoid evidence problems.</p> <p>More detailed information will be provided once the secondary legislation has been adopted. To date, indeed, in the absence of any compulsory regulation at national level, the professional insurance sector for lawyers is fully market regulated and the conditions of the insurance policies (e.g., indemnity limits, amount of the insurance premium, geographical coverage, covered activities, etc.) are negotiated individually, on a case-by-case basis. The delegation is therefore not able to provide comprehensive and univocal answers to the set of questions below.</p> <p>Please find below the relevant provision of the new professional Law:</p> <p><i>“Art. 12. - (Civil liability insurance and accident insurance)</i></p> <p><i>1. The lawyer, the partnership or the company of lawyers must obtain, individually or via agreements signed by the CNF, by local bars, associations and social security entities, an insurance policy that covers civil liability arising from the exercise of the profession, including one for the safekeeping of documents, money, and valuables and deposits received from clients. A lawyer shall disclose to the client the details of this insurance policy.</i></p> <p><i>2. A lawyer, partnership or company of lawyers is obliged to enter into, also through associations and social security entities, special insurance policies that cover accidents to themselves and their co-workers, employees and practitioners as a result of professional activity that takes place outside the premises of the firm, even as a substitute or temporary member of staff.</i></p>

	<p>3. The details of the insurance policies and any subsequent changes shall be communicated to the local bar.</p> <p>4. Failure to comply with the provisions contained in this article constitutes a disciplinary offense.</p> <p>5. The essential conditions and minimum recoverable limits of policies are established and updated every five years by the Ministry of Justice, following consultation with the CNF³.</p>
Luxembourg	D'une obligation imposée par les Barreaux de Luxembourg et de Diekirch.
Norway	<p>1.1. Yes (in the form of a bond = PI with no exclusions)</p> <p>1.2. Yes, but</p> <ul style="list-style-type: none"> - only in connection with the bond if the lawyer chooses to purchase the insurance in the Bar Associations collective scheme, and - to be in compliance with the Bar Associations ethical guidelines. <p>1.3. Yes (the insurance is - the bond is not)</p>
Poland	<p>It is a statutory obligation.</p> <p>Due to division of legal practitioners between advocates (adwokat) and legal counsels (radca prawny) in Poland, the PI insurance is required under different but respective legal acts and accordingly, operated by different Bar Associations.</p> <p>Those Acts are: for advocates – the Act dated 26 May 1982 - The Law on the Advocates' Bar (unified text: Journal of Laws of 2014, item 635, as amended) ("BA Act"), for legal counsels – the Act dated 6 July 1982 on legal counsels (unified text: Journal of Laws of 2014, item 637, as amended) ("LC Act").</p> <p>The Bar/Law society regulation also envisages the obligation of the PI insurance in the respective Codes of Ethics for advocates and legal counsels.</p> <p>The statutory obligation provides for a compulsory insurance up to a minimum guarantee sum. Above this sum – the advocates and legal counsels can voluntarily insure themselves under the PI insurance.</p>
Portugal	<p>1.2 Every Portuguese lawyer has professional liability insurance up to 150.000 Euros coverage that can cope with financial risk (ARTICLE 99 of our Professional statute)</p> <p>Please access to our Statute in</p> <p>http://www.oa.pt/Conteudos/Artigos/detalhe_artigo.aspx?idc=30819&idsc=128</p>
Romania	Obligation légale
Slovakia	Required by a statutory obligation
Slovenia	1.1. Required by a statutory obligation (Art. 9 of the Bar Act)
Spain	1.3. En Espagne, la souscription d'une assurance responsabilité professionnelle est une démarche volontaire. Malgré tout, le CGAE propose un type volontaire d'assurance professionnelle non obligatoire qui quelques barreaux ont aussi adopté ; l'article 21 du Code Déontologique du CGAE soutien cet affirmation.
Sweden	<p>The purchase of a Professional Indemnity Insurance is compulsory in Sweden and required by Bar Association regulation.</p> <p>The compulsory insurance includes indemnity insurance and fidelity insurance (financial crime insurance).</p>
UK	<p><u>Law Society of England and Wales:</u></p> <p>The scheme is obligatory by virtue of rules made under the Solicitors Act 1974 by the SRA (as the independent regulatory body of the Law Society of England and Wales).</p> <p><u>Law Society of Scotland:</u></p> <p>1.1 / 1.2</p> <p>Rule B7 of the Law Society of Scotland Practice Rules 2011 is made under section 44 of the Solicitors (Scotland) Act 1980</p> <p><u>Law Society of Northern Ireland :</u></p>

	Article 36 of the Solicitors' (Northern Ireland) Order 1976 allows the Law Society of Northern Ireland to make regulations for the provision of members' Professional Indemnity Insurance. The Society has made regulations – Solicitors Professional Indemnity Insurance Regulations 1976 – whereby solicitors in Northern Ireland are required as a matter of compulsion, to hold Professional Indemnity Insurance under a Master Policy.
Question 2	
2.1. Is this insurance purchased collectively or individually?	
2.2. In the case of a collective arrangement, is this within the Bar Association / at national level?	
Austria	Partially individually and partially collectively. Collective arrangements are arranged with individual insurances to raise the minimum coverage.
Belgium	OBFG : Collectif au niveau de l'ordre des barreaux francophones et germanophone de Belgique
	OVB : This insurance is purchased collectively. The Flemish Bar Association closes in her own name but for the benefit of its individual members, which are thus insured.
Cyprus	Individually
Czech Republic	2.1. Both ways. <u>The common insurance</u> – A lawyer practising law as a sole lawyer or in a Consortium. <u>The individual insurance</u> – a Foreign lawyer, a visiting European lawyer, an established European lawyer, a lawyer practising the legal profession as an employee of another lawyer or a Company, lawyer practising the legal profession as a member of an unlimited company, limited partnership company or limited liability company and a lawyer practising law in a Consortium (he must be insured against liability for the compensation for damages payment which is obligatory under special legislation for a lawyer practising law in Consortium, due to the principle of joint and several liability). 2.2. Within the Bar Association
Estonia	Individually or collectively by law firm, Bar Association does not provide corresponding service.
Finland	2.1. The insurance is purchased individually
France	Contrat collectif au niveau du Barreau
Germany	The contract of insurance must be taken out individually by the lawyer himself or by his law firm.
Hungary	2.1 individually 2.2 -
Iceland	Lawyers can both purchase insurance collectively and individually. Self-employed lawyers often purchase insurance individually while larger law firms purchase insurance collectively for all employees. When insurance is purchased collectively the minimum insurance amount is raised by 10% for each lawyer in excess of one. A lawyer will meet his insurance obligation by purchasing valid professional liability insurance with an insurance company accredited for insurance business in Iceland. However having received the proposals of the Icelandic Bar Association, the Minister of the Interior may, by regulation, decide that professional liability insurance may be replaced by another insurance policy of equal validity.
Ireland	Bar Council of Ireland : 2.1 It is purchased individually, but under a Scheme arrangement. 2.2 N/A

	Law Society of Ireland: Individually – free market operates
Italy	N/A
Luxembourg	Les contrats sont souscrits au niveau de chaque Barreau et couvrent tous les avocats inscrits à leurs tableaux.
Norway	2.1. Both 2.2. The market dominant collective scheme is arranged by the Bar Association
Poland	The general agreement on obligatory legal insurance is negotiated and signed on behalf of individual advocates/legal counsels on the national level respectively by the National Bar Council and the National Chamber of Legal Counsels. Individual lawyers and law firms are free to buy additional / supplementary insurance.
Portugal	2.1 Purchased by the Bar, every year, collectively. 2.2 Yes national level.
Romania	Contrat Individuel
Slovakia	Individually/ collectively within the Bar
Slovenia	2.1. Collectively. 2.2. Within the Bar Association which is at national level.
Spain	Le contrat d'assurance volontaire offert par le CGAE est collectif ; il est offert aux barreaux locaux, pour eux-mêmes et pour ses avocats.
Sweden	It is purchased collectively and negotiated by the Swedish Bar Association
UK	Law Society of England and Wales: Individually
	Law Society of Scotland: It is purchased collectively by the Society on behalf of its members.
	Law Society of Northern Ireland : Insurance is purchased individually.
Question 3	
3. What is the indemnity limit in the case of a statutory obligation or a Bar/Law society regulation?	
Austria	€ 400.000,00.
Belgium	OBFG: 1250000 €
	OVB: The indemnity limit is € 1.250.000 (per claim).
Cyprus	€170.860 for every claim
Czech Republic	Generally the minimum limit for the claim reimbursement from professional indemnity insurance is 3.000.000, - CZK (approximately 11.765 EUR). The mentioned minimum limit, as well as further limits relating to other forms of the practising of the legal profession are prescribed by professional rules. A limited liability company and a limited partnership company must be insured, from the moment of their registration in the Commercial register to the date of their dissolution, against liability to their client for damage (professional indemnity insurance of Company). The insurance of the Company is a precondition for the registration of the Company into the Commercial register. The minimum amount of the claim reimbursement from professional indemnity insurance of Company must be 50.000.000 CZK (approximately 1.960.784 EUR) for each member of a limited liability company whose practice of legal profession has not been suspended, or at least 10.000.000 CZK (approximately 392.156 EUR) for each limited partner of a limited partnership company whose practice of legal profession has not been suspended.
Estonia	The minimum amount of insurance coverage for one insured event shall be not less than one 63 910 euro.
Finland	The indemnity limit is 168 187 €
France	La loi impose : 1.500.000€/avocat/an

	Le minimum contractuel est de : 2 500 000€/sinistre
Germany	<p>The BRAO does not provide an indemnity limit..</p> <p>According to Art. 51 a BRAO the client's claims for damages due to negligence under the contract between the client and the lawyer may be limited:</p> <ol style="list-style-type: none"> 1. to the sum of the minimum coverage by written agreement in the individual case; 2. to four times the sum of the minimum coverage under a standard contract in the case of ordinary negligence, if such coverage is afforded. <p>According to Art. 51 Para. 4 the minimum coverage shall be 250,000 euro for each case of loss. The benefits paid out by the insurer for all losses caused within an insurance year may be limited to four times the minimum coverage.</p>
Hungary	8.000.000 HUF/claim , 16.000.000 HUF/year
Iceland	Liability insurance which a lawyer is in duty bound to have in accordance with paragraph 2, Article 25 of the Act respecting Lawyers No. 77/1998 shall amount to a minimum of ISK 15,850,000 on account of each period of insurance.
Ireland	<p>Bar Council of Ireland: The minimum limit of indemnity is €1.5million Any One Claim.</p> <p>Law Society of Ireland: €1,500,000 each and every claim</p>
Italy	N/A
Luxembourg	€ 2.500.000 par sinistre
Norway	NOK 5 million for individual Lawyers and NOK 8 million for lawyers with responsibility for an associate lawyer (Principal)
Poland	<p>The minimum guarantee sum differs in case of advocates and legal counsels. In the first case it amounts to EUR 50.000 and in the latter case to EUR 100.000.</p> <p>According to the agreement concluded in 2011 between the National Bar Council and the insurance companies, the lowest insurance amount is EUR 50,000 (ca. PLN 209,000) and the highest is EUR 1,000,000 (ca. PLN 4,180,000). Also, along with the basic amount of EUR 150,000 or higher, the additional insurance amount of EUR 250,000 is guaranteed (it is optional if the insurance amount is EUR 100,000). The additional insurance amount is the amount which concerns all advocates in Poland. The compensations are paid until the cap of EUR 5,000,000 per year is exhausted.</p> <p>According to the agreement concluded in 2010 between the National Chamber of Legal Counsels and the insurance companies, the insurance sum is equivalent in Polish zloty of EUR 100,000 for one insurance event. As to the additional insurance in this respect, the insurance amount equals to the equivalent in Polish zloty of EUR 250,000 for each insured for all the insurance events and EUR 15,000,000 per year for all the insured.</p> <p>It is always possible to acquire insurance in the amount higher than arising from the agreements concluded by the National Bar Council and National Chamber of Legal Advisors, but this needs to be acquired individually.</p>
Portugal	150.000 Euros coverage
Romania	N/A
Slovakia	Individual – min 100 000 €, Limited liability company – 1 500 000 € per partner (lawyer)
Slovenia	For individual practitioners: 250.000 EUR/event and annual aggregate 500.000 EUR For law firms: 500.000 EUR/event and annual aggregate 1.000.000 EUR * the limit is not appointed in the Bar Act
Spain	Il n'y a pas d'obligation légale ni imposée par règles professionnelles.
Sweden	The compulsory liability insurance covers damages up to 3 000 000 SEK (approx. 345 000 €).

	The compulsory fidelity insurance is 10 000 000 SEK (approx. 1 150 000 €).
UK	<u>Law Society of England and Wales:</u> The minimum coverage is set out in the Minimum Terms and Conditions of Cover which form Appendix 1 to the Solicitors' Indemnity Insurance Rules. The sum insured for any one claim (exclusive of defence costs) must be at least £3 million where the Firm is a limited liability company or LLP (Limited Liability Partnership), and all other cases, at least £2 million.
	<u>Law Society of Scotland:</u> The Master Policy provides cover for all practice units for the mandatory limit of indemnity - £2m. In the event of cover being required in excess of the mandatory limit of indemnity, additional Excess Layer ("top-up") cover requires to be arranged which may be taken under the facility provided by the Society's Brokers.
	<u>Law Society of Northern Ireland:</u> £3,000,000.00 stg.
<u>Question 4</u>	
4. Is the basic indemnity paid for each and every claim or is it on an annual aggregate basis?	
Austria	It's paid for each and every claim. An annual aggregate is not allowed.
Belgium	<u>OBFG</u> : Par sinistre
	<u>OVB</u> : The basic indemnity is paid for each and every claim.
Cyprus	Provision is made for both. Minimum cover is €170.860 for every claim whereas minimum cover on an aggregate basis must be €341.720 for every year.
Czech Republic	An annual aggregate basis.
Estonia	Depends on the agreement
Finland	Each and every claim
France	Par sinistre
Germany	The basic indemnity is paid for each and every claim.
Hungary	The basic indemnity is paid for each and every claim up to the maximum annual amount.
Iceland	Each and every claim.
Ireland	<u>Bar Council of Ireland</u> : Each & Every Claim.
	<u>Law Society of Ireland</u> : Each and every claim
Italy	N/A
Luxembourg	Par sinistre
Norway	Each and every claim In the Bar Associations scheme. Other providers offer annual aggregate solutions?
Poland	As you may read from the answer above, one basic amount is paid for each and every claim.
	The additional amount is paid until the cap of EUR 5,000,000 (for advocates) per year concerning all advocates in Poland is exhausted and EUR 15,000,000 (for legal counsels) per year concerning all legal counsels in Poland is exhausted.
Portugal	Unlimited Annual Coverage
Romania	Par an
Slovakia	Usually paid annually
Slovenia	For each claim; but see also Q 3.
Spain	Par sinistre
Sweden	Indemnity is limited for each claim and in the annual aggregate pursuant to the conditions below:
	i) claims from an injured party caused by the same action or omission ii) several claims made against the insured, caused by the same type of action

	<p>or omission</p> <p>iii) all claims made against the same physical person during the insurance period (one calendar year), including claims against the firm and/or partners regarding the same action or omission</p> <p>i) later claims in cases where the insurance company has already issued indemnity, provided the claim relates to the same action or omission.</p>
UK	<u>Law Society of England and Wales:</u> It is on an "any one claim" basis (exclusive of defence costs). There is no annual aggregate limit.
	<u>Law Society of Scotland:</u> It is on the basis of any one claim.
	<u>Law Society of Northern Ireland:</u> Every claim.
Question 5	
5. What is the amount of the insurance premium?	
Austria	N/A
Belgium	<u>OBFG</u> : 550 € par avocat et 275 € par avocat stagiaire
	<u>OVB</u> : 451 euro
Cyprus	Depends on the agreement between insurance company and insured.
Czech Republic	The common insurance – 4.600,- CZK (approximately 180 EUR) per year and it relates to the minimum limit for the claim reimbursement which amount to 3.000.000,- CZK (117.650 EUR).
	The amount will be higher 5250,- CZK (approximately 191 EUR) from 1st January 2015.
	The individual insurance – it depends on the contractual covenants.
Estonia	Depends on the amount of insurance coverage etc.
Finland	The amount of the insurance premium depends on the insurance company.
Luxembourg	900€ environ/an
Germany	The amount of the insurance premium depends on the insurance company and the insurance coverage. For the minimum coverage an amount of 750 EUR should normally be expected.
Hungary	The annual insurance premium is 109.200.- HUF (approximately 360.- EUR / year) for the basic insurance coverage.
	There is a system of refund at the Hungarian Lawyer's Insurance Association (MÜBSE), according to the amount of the insurance premium reserves, refund of the insurance premium may be possible (In 2014. 3 monthly fee was refunded).
Iceland	The premium of the insurance depends on the insurance company.
Ireland	<u>Bar Council of Ireland</u> : It varies, depending on years standing, level of cover, type of work etc.
	<u>Law Society of Ireland:</u> Varies by firm
Italy	N/A
Luxembourg	€ 325 hors taxes par avocat
Norway	Basic rate:
	Individual lawyer: NOK 6 950
	Principal lawyer: NOK 9 751
	Associate lawyer: NOK 6 203
Poland	For advocates, the amount of the premium depends on the amount of the insurance and is as follows:
	For the basic insurance amount of EUR 50,000 the premium is PLN 540 (ca. EUR 129) per year.
	For the basic insurance amount of EUR 100,000 the premium is PLN 732 (ca. EUR 175) per year.
	For the basic insurance amount of EUR 100,000 and the additional amount of EUR

	<p>250,000 the premium is PLN 912 (ca. EUR 218) per year. For the basic insurance amount of EUR 150,000 the premium is PLN 1176 (ca. EUR 281) per year. For the basic insurance amount of EUR 200,000 the premium is PLN 1476 (ca. EUR 353) per year. For the basic insurance amount of EUR 250,000 the premium is PLN 1776 (ca. EUR 424) per year. For the basic insurance amount of EUR 300,000 the premium is PLN 2256 (ca. EUR 540) per year. For the basic insurance amount of EUR 400,000 the premium is PLN 2736 (ca. EUR 654) per year. For the basic insurance amount of EUR 500,000 the premium is PLN 2976 (ca. EUR 712) per year. For the basic insurance amount of EUR 1,000,000 the premium is PLN 3456 (ca. EUR 827) per year. Please note that the additional amount of EUR 250,000 applies to all of the insurance amounts of EUR 150,000 or higher. For legal counsels, the basic grounds for calculating the insurance premium are similar: For the basic insurance amount the premium is PLN 18 per month, i.e. PLN 216 per year. For additional / supplementary insurance – the amount of premium is not available and is quoted individually.</p>														
Portugal	Premium varies annually upon negotiation.														
Romania	Minimal 12 Euros														
Slovakia	<p>Insurance premium is not prescribed by law. It is settled in the insurance policy and it can vary from case to case.</p> <p>According to Bar collective insurance policy: Individual: 4,40 € - 852 € Company: 795 € per partner (lawyer)</p>														
Slovenia	<p>It depends on the term of the contract with the insurance company and who the insured party is. The scale is as follows (where a lawyer is employed by a law firm, a combined premium is payable for the practitioner and for the law firm) :</p> <table border="1"> <thead> <tr> <th>Contract term</th> <th>Premium per practitioner (attorney-at-law)</th> <th>Premium per candidate</th> <th>Premium per law firm (up to 2 lawyers)</th> <th>Premium per law firm (3 to 7 lawyers)</th> <th>Premium per law firm (8 – 15 lawyers)</th> <th>Premium per law firm (more than 15 lawyers)</th> </tr> </thead> <tbody> <tr> <td>5 years</td> <td>635</td> <td>120</td> <td>260</td> <td>450</td> <td>880</td> <td>1.600</td> </tr> </tbody> </table>	Contract term	Premium per practitioner (attorney-at-law)	Premium per candidate	Premium per law firm (up to 2 lawyers)	Premium per law firm (3 to 7 lawyers)	Premium per law firm (8 – 15 lawyers)	Premium per law firm (more than 15 lawyers)	5 years	635	120	260	450	880	1.600
Contract term	Premium per practitioner (attorney-at-law)	Premium per candidate	Premium per law firm (up to 2 lawyers)	Premium per law firm (3 to 7 lawyers)	Premium per law firm (8 – 15 lawyers)	Premium per law firm (more than 15 lawyers)									
5 years	635	120	260	450	880	1.600									
Spain	Dépend de chaque barreau local.														
Sweden	<p>The premium is included in the service fee charged yearly by the Swedish Lawyers Service Ltd., SASAB.</p> <p>At the moment the yearly fee is 10 400 SEK / annum and lawyer (approx. 1 200 €). The yearly fee is divided into a service fee (5600 SEK, i.e. approx. 615 €) and an annual fee (4800 SEK, i.e. approx. 527 €). Besides the costs for professional indemnity insurance, the service fee covers the cost for professional continuing training and education programs, the webpage of the Bar, etc. The annual fee covers the cost for the Bar and its different activities.</p>														
UK	<u>Law Society of England and Wales:</u>														

	Premium is a matter between each firm and its insurer and is set on an individual basis. We are aware that the premium for the whole profession for the compulsory layers of cover amounts to nearly £254 million for 2013/14.
	<u>Law Society of Scotland:</u> There is no average premium for a firm. The global premium for the profession for 2012/2013 is between £17m-£18m.
	<u>Law Society of Northern Ireland :</u> The insurance premium per firm is based on the number of partners. The current premium for a sole practitioner is £15,587.30 stg.
<u>Question 6</u>	
6. Are premiums set centrally or are they determined by the market?	
Austria	Are determined by the market.
Belgium	<u>OBFG:</u> Par le marché <u>OVB:</u> Premiums are determined by the market.
Cyprus	Determined by market.
Czech Republic	The premiums are determined by the market.
Estonia	Determined by the market.
Finland	Determined by the market
France	Par le marché
Germany	The premiums are determined by the market
Hungary	The premiums are determined by the market.
Iceland	Determined by the market.
Ireland	<u>Bar Council of Ireland:</u> The premiums are set by Insurers. <u>Law Society of Ireland:</u> Determined by market
Italy	N/A
Luxembourg	Notre courtier négocie chaque année avec les assureurs.
Norway	The collective scheme is priced by the market, and premiums for each and every lawyer is set as a annual fixed price based on the negotiated total
Poland	The premiums are established in the general agreements concluded respectively on behalf of the individual advocates/legal counsels by the National Bar Council/ National Chamber of Legal Counsels.
Portugal	Premiums are set by the insurance company.
Romania	Par manière unitaire
Slovakia	By the market
Slovenia	Determined by the market (i.e. agreed between the Bar and the insurance company).
Spain	Centrale, spécifiées dans le contrat générale.
Sweden	The insurance premiums are determined by the market but negotiated collectively by the Bar Association.
UK	<u>Law Society of England and Wales:</u> By the market <u>Law Society of Scotland:</u> The global premium is determined by the market through negotiations between the brokers (on behalf of the Society) and the insurers. <u>Law Society of Northern Ireland:</u> The Master Policy is brokered on the London Insurance Market which sets the premium.
<u>Question 7</u>	
7. What are the factors upon which the calculation of the premium is based?	
Austria	N/A

Belgium	<p>OBFG: Les critères sont d'une part, le plafond de la garantie et l'importance de la franchise et, d'autre part, le nombre d'avocats et d'avocats stagiaires inscrits à l'Ordre</p> <p>OVB: The amount of the excess ("<i>franchise / vrijstelling</i>"), the amount of damages and provisions and the quality of the policy conditions.</p>
Cyprus	Premiums are based on normal insurance market practices.
Czech Republic	It depends on the insurance companies. The factors are not determined by the Czech Bar Association.
Estonia	Do not have corresponding information.
Finland	Premiums are based on normal insurance market practices.
France	Le rapport sinistre/prime
Germany	<ul style="list-style-type: none"> • Loss ratio of the market in general • Loss ratio of the insured person • Administration costs of the insurance company
Hungary	The amount of the premium is determined by the refund reserve of MÜBSE which depends on the earnings. In case of a premium refund no claim history is being required for a certain period; at present it is 7 years.
Iceland	The premium is based on the insurance market. The factors are not determined by the Bar Association.
Ireland	<p>Bar Council of Ireland : Year standing (experience), amount of indemnity required, level of excess required, amount of criminal work undertaken, work in USA & Canada, etc.</p> <p>Law Society of Ireland: Matter for each individual qualified insurer but likely to include previous claims and notification history, size of firm, type of work carried out, risk management procedures, disciplinary history of solicitors in firm etc.</p>
Italy	N/A
Luxembourg	Il s'agit d'une prime par avocat
Norway	Individual premium is based on sum insured and whether the lawyer is a principal lawyer or not
Poland	<p>The general agreement between the National Bar Council and the insurance companies remains in force until 31 December 2014. According to the agreement, in case of extension thereof, the amount of the premiums could be amended (increased) only if the so called damage factor exceeds 65 %. The damage factor is calculated by comparing the sum of the paid compensations and the reserves established for the notified claims against the premiums collected in the settlement period.</p> <p>The general agreement between the National Chamber of Legal Counsels and the insurance companies does not provide details in this respect.</p>
Portugal	Not Applicable
Romania	N/A
Slovakia	The amount of indemnity
Slovenia	Ratio between payments and payouts
Spain	Selon le capital assuré
Sweden	The premium is the same for all members of the Bar.
UK	<p>Law Society of England and Wales: It is a matter for each insurance company but factors include: gross fees; number of fee earners; areas of legal practice and percentage of gross fees; claims and circumstance history.</p> <p>Law Society of Scotland: The global premium is determined by market conditions; the most recent claims</p>

	history of the profession and the Society's risk management regime for the profession.
	Law Society of Northern Ireland: General insurance principles, including the overall claims experience.
Question 8	
8.1 Is the insurance subject to an excess or deductible?	
8.2 Is there a cap on the amount of the excess/deductible which the lawyer must pay? If so please state. Does the possibility exist to oppose this payment to the victim?	
8.3 Is the claimant responsible for recovering the deductible from the lawyer?	
8.4 Are defence costs subject to the excess/deductible?	
Austria	8.1 Is to an excess. 8.2 Usually the amount of the excess is between 5 and 10% of the sum of damage. 8.3 No 8.4 The defence costs are not included in the coverage and have to be paid in addition by the insurer.
Belgium	OBFG: 8.1 Oui 8.2 2500 € non opposable à la victime 8.3 Le requérant n'a pas la charge de récupérer la franchise puisque celle-ci ne lui est pas opposable : c'est l'assureur qui doit s'occuper de cette récupération auprès de l'avocat assuré. 8.4 non : la loi belge prévoit impérativement que ces coûts sont à charge de l'assureur, même s'ils dépassent le plafond de la garantie. OVB: In general there is an excess of € 2500. The insurer will indemnify for the total amount of damages, but will recover the excess with the lawyer. The defense costs will also be paid by the insurer up to the indemnity limit.
Cyprus	Deductions shall not exceed 1% of each claim. The victim's claim against the lawyer remains. In respect to defence expenses the minimum insurance amount is €25.630 in addition to the Insurance Limits referred to hereinabove.
Czech Republic	8.1. <u>The common insurance</u> – yes, the insurance is subject to the deductible. <u>The individual insurance</u> – yes, purchased individually. 8.2. The common insurance – 10% from the insurance amount but at least 10.000,- CZK (approximately 392 EUR) and maximum 50.000,- CZK (approximately 1960 EUR). No, there is no such possibility to oppose the payment to the victim. The insurance company deducts the deductible from the insurance payment and does not deal with it any further. 8.3. Yes, the claimant is responsible for recovering the deductible from the lawyer. 8.4. Generally, yes.
Estonia	See answer 1.
Finland	The sum insured for each occurrence of damage shall be at least 168 187 € and the deductible for compensation payable shall not exceed two (2) per cent of the sum insured. The claimant is not responsible for recovering the deductible from the lawyer. Litigation costs are included in the indemnity insurance and are subject to the deductible.
Luxembourg	8.1 Oui 8.2 5% du montant du sinistre payé avec un maximum de 1 150€ Non opposable à la victime 8.3 Non 8.4 Non

Germany	<p>It is permissible to agree on an excess of up to 1 per cent of the minimum coverage (= 2500 EUR) (Art. 51 Para. 5 BRAO).</p> <p>The injured party does not have a direct right of action against the insurance company, but has to enforce its claim against the lawyer, the latter addresses this claim to his insurance.</p> <p>The defence costs are not subject to the excess. They are part of the insurance benefits.</p>
Hungary	<p>8.1 Yes, there is an excess.</p> <p>8.2 Yes, the amount of the excess is 15%, in case of the basic PII coverage, it is min. 80.000 HUF, no maximum limit.</p> <p>8.3 Yes.</p> <p>8.4 No</p>
Iceland	<p>The insurance company's liability for each insurance period is limited to 15.850.000 ISK. The insurance company pays all reasonable cost to the certificate holder based on the determination of liability, even if the insurance company does therefore exceed the insured amount. (The same applies for interests). If the insured amount is less than awarded compensation, the insurance company shall only be liable to pay the portion of interest and cost, which is equal to the liability they are entitled to pay.</p> <p>The insurance company shall pay compensation directly to the third party (the claimant) unless he has already received damages from the lawyer (certificate holder).</p> <p>If the claimant gets awarded compensations from the lawyer's insurance, defense cost is included.</p>
Ireland	<p><u>Bar Council of Ireland :</u></p> <p>8.1 Yes, the minimum excess is €2,500. However, there is the option to increase the excess to either €5,000 or €10,000 but no higher than €10,000.</p> <p>8.2 There is no cap on the amount of excess/deductible as an excess applies to each and every claim. In terms of the excess amount, this depends on the level of excess chosen. The excess is paid by insured, the victim does not pay.</p> <p>8.3 No</p> <p>8.4 Defence costs are not subject to the excess.</p> <p><u>Law Society of Ireland:</u></p> <p>8.1 Self-insured excess is a matter of contract to be agreed between the insurer and firm in each case.</p> <p>8.2 There is no cap on the amount of the excess.</p> <p>8.3 In the event that an amount which is within the self-insured excess is not paid by a firm to a claimant within 30 working day of its becoming due, the insurer must redress the default on the part of the firm and make payment to the claims. The insurer is entitled to recover any amount paid from the firm</p> <p>8.4 The minimum level of cover (€1.5 million each and every claim) is exclusive of defence costs. There is no limit on the cover for defence costs. The self-insured excess must not apply to defence costs.</p>
Italy	N/A
Luxembourg	<p>8.1 : oui</p> <p>8.2 : Voici :</p> <p>L'assuré conserve à sa charge une franchise de 25 % du montant de chaque sinistre avec un minimum de € 250 et un maximum de € 2.500.</p> <p>En cas de sinistre trouvant son origine dans le non-respect de délais, l'assuré conserve à sa charge une franchise progressive de 25 % du montant de ce sinistre avec un minimum de € 1.250 et un maximum de</p>

	<p>- € 3.125 pour le premier sinistre ; - € 4.648 pour le deuxième sinistre ; - € 6.200 à partir du troisième sinistre.</p> <p>Dans les cas « PRO DEO » des avocats stagiaires, qui n'ont pas généré d'honoraires supérieurs à € 125, la franchise telle que définie ci-dessus est ramenée à € 250.</p> <p>8.3 : Non. La franchise est à la charge de l'avocat. 8.4 : Oui</p>
Norway	<p>8.1 Yes 8.2 30% of any claim, minimum NOK 50 000 and maximum NOK 100 000 8.3 No, the bond will pay in full 8.4 Yes</p>
Poland	The insurance is not subject neither to an excess nor deductible.
Portugal	<p>8.1. Yes, the insurance is subject to 5000 euro's deduction. 8.2. This 5000 euro cannot be opposed to third parties. 8.3. Answered in 8.2 8.4. They are included within the deductible.</p>
Romania	Non
Slovakia	<p>These issues are not prescribed by law. They are settled in insurance policy and they can vary from case to case.</p> <p>According to Bar collective insurance policy:</p> <p>8.1 yes 8.2 Individual – 5 % of the amount paid in respect of claim (minimum 33 €, maximum 663 €) Company - 10 % of the amount paid in respect of claim (minimum 33 €, maximum 663 €) 8.3 No 8.4 No, but the insurance company covers defence costs only up to certain amount.</p>
Slovenia	<p>8.1. Yes, it is subject to an excess or deductible. 8.2. Deductible: general 5 % of damage, min. 1.000 EUR; in case of missed deadlines (procedural or substantive): 10 % of damage, min. 2.500 EUR. Additional premium (malus): each justified damage claim results in an increase of premium for 15 % for the remaining years of insurance coverage. It is possible to oppose the payment to the claimant. 8.3. Yes. 8.4. No.</p>
Spain	<p>Il existe la possibilité de prendre le contrat avec franchise ou pas. Il s'agit d'un montant de 10% de la valeur de la prime, toujours entre 150 € et 1500 €. Rien n'est dit sur l'opposition à la victime ni du remboursement à l'avocat.</p>
Sweden	<p>The indemnity insurance is subject to a deductible of 44 500 SEK (approx. 5 100 €) for each insurance case. The fidelity insurance however, is not subjected to a deductible. Litigation costs are included in the indemnity insurance and as such subject to the deductible.</p>
UK	<p><u>Law Society of England and Wales:</u></p> <p>8.1 It can be subject to an excess, not a deductible. 8.2 There is no cap on the level of the excess. 8.3 If an insured fails to pay to a claimant any amount which is within the excess within 30 days of it becoming due for payment, the claimant may give notice of the insured's default to the insurer, whereupon the insurer is liable to remedy the default</p>

	<p>on the insured's behalf. Any amount paid by the insurer to remedy such a default erodes the sum insured.</p> <p>8.4 No.</p> <p>Law Society of Scotland: The self-insured amount is £4,500 per principal and is capped at 20 principals. The answer to 8.2(b) is no as are the answers to 8.3 and 8.4.</p> <p>Law Society of Northern Ireland : 8.1. Self-insured excess £6,500.00 stg. 8.2. Capped at 5 partners and limited to 3 claims per year. Failure to pay the deductible is a matter of professional conduct. The excess is doubled for some areas of claim: statute barred, breach of undertaking, dishonesty of partners/employees. 8.3. The excess forms part of any Judgement in settlement. The Defendant solicitor is responsible for payment of the deductible as a term of insurance cover/contract. 8.4. No.</p>
Question 9	
9. What are the activities covered by the Professional Indemnity Insurance?	
Austria	Activities which usually are regulated by law, except criminal actions especially fraud, theft and embezzlement.
Belgium	<p>OBFG : Responsabilit2 civile professionnelle, contractuelle et extra-contractuelle, RC exploitation ; voir articles 2,3 et 4 de la police.</p> <p>OVB : The activities which are covered are damages resulting from a breach of contract and damages that occur outside any contractual relationship.</p>
Cyprus	Any activity within the legal profession.
Czech Republic	<p><u>The individual insurance: the extent of the insurance:</u> The extent is precisely specified in individual contracts.</p> <p><u>The common insurance – the basic extent of the insurance e.g.:</u></p> <ul style="list-style-type: none"> - The responsibility for the occurred damages if related to the act of commission or omission of the insured person in relation to his practise of legal profession. - The insurance also covers the damages caused by the legal trainee or other employee, who have represented the insured person in relation to the legal act. - The insurance also covers the responsibility for damages arising from the ownerships or lawful enjoyment of lands, buildings and premises used for the insured profession.
Estonia	Depends on the agreement.
Finland	The indemnity insurance covers liability for economic loss of the client or a third party caused by the insured or his employees through error or neglect in the advocate practice.
France	Toutes les activités par les textes régissant la profession d'avocat et le RIN
Germany	Financial losses caused by culpable breach of contractual duties are covered by the Professional Indemnity Insurance.
Hungary	Basically it covers the activities related to the legal profession which are regulated by the Act on Attorneys at Law. The terms and conditions of the insurance stipulate the excluded risks.
Iceland	The insurance covers liability, which falls on the lawyer when a third person's financial loss is traced to him or his employee.
Ireland	Bar Council of Ireland: The Professional Indemnity covers members only for work undertaken in their practice as a barrister.

	<p><u>Law Society of Ireland:</u> Any provision of legal services. "Legal services" are defined as services of a legal or financial nature and includes any part of such services, and includes without limitation any investment business services or investment advice provided by a firm, acting as a personal representative or trustee, acting as a notary public, acting as commissioner for oaths, acting as a liquidator or receiver, acting as company secretary, acting as director of any company owned by the principals of a firm that provides trustee, nominee, administration or other services, acting as arbitrator or mediator and acting on a pro bono basis.</p>
Italy	N/A
Luxembourg	Les activités exercées dans l'exercice de la profession d'avocat, telle que régie par la Loi du 10 août 1991 sur la profession d'avocat.
Norway	All work performed as a lawyer, but with some exclusion for certain type of work that requires separate authorisation. Standard extension for real estate broking is available at additional premium.
Poland	<p>Professional Indemnity Insurance covers the liability for damages caused as a result of acts or omissions of the advocate taken in exercise of the advocate's actions specified in the BA Act.</p> <p>Professional Indemnity Insurance covers the liability for damages caused as a result of acts or omissions of the legal counsel taken in exercise of the legal counsel's actions specified in the LC Act.</p> <p>The aforementioned are: providing legal assistance, preparing legal opinions, work on the drafts of the legal acts and appearance before the courts and public offices.</p> <p>The insurance does not cover i.a. the damages caused by the professionals deliberately.</p>
Portugal	All data and documents coverage in legal practice.
Romania	Toute activité professionnelle
Slovakia	Activities covered by the PI Insurance are specified in the insurance policy. Relevant provision of the act on legal profession refers generally to "practice of law and provision of legal services".
Slovenia	All activities related to the exercising of the profession.
Spain	Activités dérivées de l'exercice de la profession
Sweden	<p>The indemnity insurance covers liability for pure economic loss of a client or a third party caused by the insured or his employees through error or neglect in their 'advocate practice'. 'Advocate practice' means all operations in accordance with the Code of Professional Conduct for members of the Swedish Bar. The insurance further covers the insured individual's personal liability for external board representation as well as property damage caused by the insured or his/hers employees in the capacity of liquidator, trustee etc.</p> <p>The fidelity insurance covers economic injury to a client or a third party caused by the insured or his/hers employees through a criminal act such as theft, breach of trust, forgery etc.</p>
UK	<p><u>Law Society of England and Wales:</u> The insurance must indemnify each insured against civil liability to the extent that it arises from private legal practice in connection with the insured firm's practice. The cover is very wide with limited permitted exclusions. A key permitted exclusion relates to fraud or dishonesty. The insurance may exclude liability of the insurer to indemnify any particular person to the extent that any civil liability or related defence costs arise from dishonesty or a fraudulent act or omission committed or condoned by that person, except that the insurance must nonetheless cover each other insured.</p> <p><u>Law Society of Scotland:</u></p>

	<p>The cover is wide and provides indemnity in respect of claims or alleged claims in respect of "any civil liability (including liability for claimant's costs and expenses) incurred in connection with the Practice...". The definition of "the Practice" refers to "all manner of business....which is customarily (but not necessarily exclusively) carried on or transacted by Solicitors in Scotland".</p> <p>The Master Policy also provides cover for dishonest, fraudulent, criminal or malicious acts or omissions involving clients' funds on the part of a partner or member of the firm's staff. This cover in respect of clients' funds does not apply if the act or omission was committed or condoned by a sole practitioner or by all principals of a partnership.</p> <p>Law Society of Northern Ireland: Full civil liability</p>
Question 10	
10. Is it possible to take out supplementary insurance?	
Austria	Yes
Belgium	<p>OBFG: Oui, chaque cabinet appréciant librement les garanties complémentaires qui lui sont nécessaires au regard de son activité.</p> <p>OVB: There is the possibility of obtaining supplementary insurance whereby the indemnity limit is raised to € 3.750.000.</p>
Cyprus	Yes
Czech Republic	Yes
Estonia	Yes
Finland	It is possible to take out supplementary insurance
France	Oui
Germany	Yes, it is possible to take out supplementary insurance for other types of damages (e.g. physical injury).
Hungary	Yes, it is possible to take out supplementary insurance, in order to obtain higher compensation rate or to cover other activities such as real estate agency operations, public procurement advisory activities.
Iceland	Yes
Ireland	<p>Bar Council of Ireland: Higher levels of cover are available on request.</p> <p>Law Society of Ireland: Yes, called top-up cover. This cover is not subject to the statutory minimum terms and conditions.</p>
Italy	N/A
Luxembourg	Oui
Norway	Yes, standard quotes for up to NOK 20 million
Poland	Yes
Portugal	Yes, Lawyers may subscribe a supplementary insurance, besides this one our law society provides.
Romania	Oui
Slovakia	Supplementary insurance is not prohibited by law.
Slovenia	Yes
Spain	Oui.
Sweden	Once the basic indemnity is reached for a certain year, there is a possibility to buy a supplementary indemnity of another 3 000 000 SEK (approx. 345 000 €). The basic coverage can also be extended by voluntary insurance to cover claims of up to 50 000 000 SEK (approx. 5 700 000 €).

UK	<u>Law Society of England and Wales:</u> Yes
	<u>Law Society of Scotland:</u> Yes
	<u>Law Society of Northern Ireland :</u> Yes: individual firms may purchase “top-up” cover on a voluntary basis to suit practice/business needs.
<u>Question 11</u>	
11. Is the policy triggered by the date of the claim or the date of the cause of the loss?	
Austria	It is triggered by the commitment of fault as in Germany. Claims which are made after the end of the duration of the contract are covered when the fault has been committed during the duration of the contract. In our opinion this is the best kind to be insured, because you are insured, when you have finished working and have not to pay premiums any more.
Belgium	<u>OBFG :</u> En principe c'est la date de la réclamation qui commande l'application de la police mais celle-ci prévoit qu'elle ne couvre en principe que les faits générateurs survenus pendant sa période de validité.
	<u>OVB:</u> In theory, the policy is triggered by the date of the claim.
Cyprus	Date of the claim
Czech Republic	Both—see below— No. 12.
Estonia	N/A
Finland	It depends on the conditions of each insurance, can be the date of the claim but can also be the date of the cause of the loss.
France	Base réclamation
Germany	The policy is triggered by the date of the cause of the loss. The lawyer has to notify the loss to the appropriate insurance company.
Hungary	The policy is triggered by the date of the cause of the loss.
Iceland	Date of the claim.
Ireland	<u>Bar Council of Ireland:</u> The policy operates on a claims made basis. The date of the claim/notification is the trigger.
	<u>Law Society of Ireland:</u> Insurance is on a claims made and notified basis.
Italy	N/A
Luxembourg	Sur base de la réclamation
Norway	Claims made
Poland	The professional is obliged to inform the insurance company about the potential claim even before the claim of the injured is notified in writing. Depending on the contract and sometimes the choice of the professional in case of the voluntary PI insurance, the policy is triggered by loss occurrence or claims made.
Portugal	Date of the cause of loss, being considered as the first claim date.
Romania	Sur la base de la réclamation
Slovakia	Date of the claim (in the case of collective insurance within the Bar)
Slovenia	Depends on the policy, currently by date of the claim. Retroactive coverage is agreed in practice.
Spain	De la réclamation.
Sweden	The insurance is triggered by a written claim with stated reasons for a liability to indemnify, provided that the injury was caused by an action or omission by the insured after the 1st of July 1994.
UK	<u>Law Society of England and Wales:</u>
	The policy trigger is the date the claim :

	<p>(a) is first made against an insured during the period of insurance; or</p> <p>(b) is made against an insured during or after the period of insurance and arising from circumstances first notified to the insurer during the period of insurance.</p> <p>Law Society of Scotland: It is triggered by the date of intimation of the claim</p> <p>Law Society of Northern Ireland: Cover is on a claims made basis.</p>
<p>Question 12</p> <p>12. Is it possible to take out subsequent indemnity policies and for how long? (E.g. in France, an insurance contract which is terminated continues to produce its effect for 10 years in order to ensure lawyers continue to be covered by Professional Indemnity Insurance. Therefore, this question aims at analysing whether other Member States have the same system or the lawyer must subscribe to a subsequent warranty).</p>	
Austria	<p>In Austria it is obligatory to have an insurance contract during your activities as lawyer and the insurers are obliged to report to the single boards of lawyers in Austria, if the lawyer does not pay his premium, because then he will be interdicted to work any longer.</p>
Belgium	<p>OBFG : La police d'assurance prévoit une garantie de posteriorité de 60 mois au-delà de son expiration.</p> <p>Cette garantie de postériorité bénéficie à chaque avocat qui met fin à son activité en cours de validité de la police.</p> <p>Il faut noter que le délai de prescription de l'action en responsabilité de l'avocat est fixé par le Code civil belge à cinq ans à partir de la clôture du dossier.</p> <p>OVB : When the policy is cancelled it provides for a discovery period of 5 years: this provides coverage for claims reported to the insurer for wrongful acts committed during a period of 5 years before the cancellation of the policy.</p> <p>This discovery period is only valid as long as the policy is not replaced by another contract with another insurer (whenever this happens this new insurer needs to pick up the claims reported during the policy period for wrongful acts committed before inception of the policy in order to ensure continuity of coverage.)</p>
Cyprus	<p>Yes, the lawyer may request an extension of the policy for a period up to two years from the termination of her/his activities.</p>
Czech Republic	<p><u>The common insurance</u> – The insurance using the principle „loss occurrence“.</p> <p><u>The individual insurance</u> – The insurance companies offer also the insurance using the principle „claims made“. The duration mentioned in question depends on the insurance contract.</p>
Estonia	<p>N/A</p>
Finland	<p>It is possible to take out subsequent indemnity, but it is not compulsory. When a lawyer is a member of the Finnish Bar she or he must have an indemnity insurance, but after having retired he or she doesn't have this obligation any more.</p>
France	<p>Pour la France, voir ci-contre</p>
Germany	<p>The lawyer continues to be covered by the insurance until one month after the notification of termination of the contract to the Bar responsible for the lawyer in question.</p>
Hungary	<p>It is possible, but this is already included in the basic insurance policy of MÜBSE; so in case of PII offered by MÜBSE, there is no need to take out subsequent indemnity</p>

	policies.
Iceland	The insurance is valid for the period specified in the in the insurance certificate. When the period ends, the insurance is extended for a year unless the certificate holder has resigned it within a month after the insurance company has sent a notice for the due date for the new period.
Ireland	<p><u>Bar Council of Ireland:</u> If a member ceases to practice, there is an option to take out “Run Off Cover” to cover any past liability which could arise. If they maintain a reduced level of membership, they are obliged to maintain their insurance. However, if they leave outright, it is up to the individual as to whether or not they keep a policy in force.</p> <p><u>Law Society of Ireland:</u> Insurance is renewed annually on a claims made basis. Should the firm cease, subject to meeting specific criteria, insurance is provided indefinitely through the Run-off Fund for so long as the freedom of choice model is retained or master policy is introduced in future. The cost of providing the run-off cover is recovered by insurers through general premiums collected, rather than by way of an additional premium paid by the firm.</p>
Italy	N/A
Luxembourg	Il y a une post�riorit� de 3 ans.
Norway	Run off for lawyers who stop practicing is automatically included, but there is no extended reporting period for lawyers who just take out insurance with an alternative insurer.
Poland	<p>The condition for the insurer’s liability under the basic insurance is the occurrence during the insurance period of an insured event and presentation of a claim in connection therewith before the lapse of the limitation period.</p> <p>The condition for the insurer’s liability under the additional insurance is the occurrence during the insurance period of an insured event and presentation of a written claim by the insured party or the injured party during the insurance period and before the lapse of the limitation period.</p>
Portugal	Not Applicable
Romania	Oui
Slovakia	No
Slovenia	Depends on the policy. After the termination of the current insurance contract a three months period for additional claims is arranged. Individual subsequent indemnity policies are possible as well.
Spain	Oui; 2 ans.
Sweden	<p>If the insured terminates his or her membership to the Bar Association, the insurance covers claims made after this date provided that the injury was caused by an action or omission carried out during the insurance period.</p> <p>If the insurance is not renewed or if the company terminates the policy, the previously insured is covered for a period of six months provided that the injury was caused by an action or omission carried out during the insurance period.</p>
UK	<p><u>Law Society of England and Wales:</u> If a firm ceases without successor practice then the period of the policy of Qualifying Insurance is extended by 6 years so as to provide run-off cover. There is also a profession wide scheme in place to pick up any claims made after the end of the 6 year run-off cover provide period provided by Participating Insurers. If a practice ceases as a result of a succession then any claims arising from the ceases practice are covered by the Qualifying Insurance of the successor practice</p> <p><u>Law Society of Scotland:</u> If a principal retires from a continuing practice unit, or dies, or if a principal is assumed, the Certificate of Insurance in force at that time is unaffected. It, and</p>

	subsequent Certificates, will continue to provide cover for the benefit of current, assumed and former principals.
	<u>Law Society of Northern Ireland :</u> The Master Policy includes “run-off” cover in perpetuity for claims arising against a retired/former solicitor and/or their Estate.
<u>Question 13</u>	
13. Do the insurance companies, in your country (home state), offer professional indemnity insurance for cross-border activities conducted under:	
- Freedom to provide services	
13.1. from home state to host state?	
13.2. from host state to home state?	
- Freedom of establishment	
13.3. from home state to host state?	
13.4. from host state to home state?	
13.5 Where the answer to one or more of the above questions is positive, is PI insurance cover offered on the basis of a single premium for legal services both domestic and EU/ EEA-wide?	
Austria	N/A
Belgium	<u>OBFG :</u> Non : ces activités sont en principe couvertes par la police, en sorte qu’aucune garantie complémentaire n’est nécessaire. 13.5. Oui
	<u>OVB :</u> Subject to certain exceptions, the coverage extends to activities undertaken worldwide, provided such activities are conducted from the lawyer’s establishment in Belgium. 13.5. Yes
Cyprus	Yes, insurance cover extends to activities within the European Economic Area.
Czech Republic	<u>The common insurance</u> <u>The European policy coverage</u> The responsibility of the Insured person for any damages caused in relation to the practise of the legal profession in accordance with the Act No. 85/1996 on the Legal Profession, if : <ul style="list-style-type: none"> - the cause of the damage has occurred anywhere in Europe - the damage has occurred anywhere in Europe - the claim of the damages has occurred anywhere in Europe whereas it is assumed, that the compensation of damages may be followed by the law of the place of occurrence and this law shall not be in conflict with the legal order of the Czech Republic. If the conflict exists the Czech legal order must be applied for the claim of the damage compensation. Europe is defined as member states of the European union (including Vatican, Andorra and San Marino) and Norway, Switzerland, European parties of the Russia and Turkey, Croatia, Serbia, Montenegro, Albania, The Republic of the Macedonia and Bosnia and Herzegovina. It is possible to take out supplementary insurance - The World policy coverage. The

	<p>extent of coverage includes the whole world excluding USA, Canada and Europe.</p> <p>13.5. Yes. The common insurance: The PL insurance covers the claims of the damages or other harm claimed anywhere in Europe in the geographical sense according to the applicable law of the state, which is part of Europe, the Insured being obliged to compensate damages or other harm according to the applicable law of the state, which is part of Europe, and in its extent. The individual insurance – it depends on the contractual covenants.</p>
Estonia	N/A
Finland	<p>The indemnity insurance covers injures caused in advocate practice at offices mainly in Europe, but it can vary between the insurance companies.</p> <p>13.5: Yes: PI insurance cover offered on the basis of a single premium for legal services both domestic and EU/EEA-wide.</p>
France	Prévu par la garantie de base des contrats collectifs pour la France.
Germany	<p>Legal advice in European law and legal representation are always covered provided that such activities are provided out of the home state (see Art. 51 Para. 3 BRAO).</p> <p>German insurance companies are rather reluctant when legal activities outside the home state and/or legal advice in non-European law is concerned. As a general rule, such activities are excluded. The question whether there are complementary offers cannot be answered in a general way. The same is applicable for the question if the insurance cover is offered on the basis of a single premium. That depends on the different insurance companies.</p> <p>It is possible that, on a case-by-case basis, insurance companies accept, occasionally and on request, to cover cross-border activities. It is standard that the lawyer takes out supplementary insurance in the host member state.</p>
Hungary	<p>The usual PII offered in Hungary covers damages caused in Hungary.</p> <p>Supplementary insurance may cover cross-border activities from home state to host state on the basis of extra premium.</p>
Iceland	The insurance cover extends to activities within the European economic area (EEA). And yes single premium is possible both domestic and EEA-wide.
Ireland	<p>Bar Council of Ireland:</p> <p>13. This policy provides cover for advice given and/or work done in respect of Irish & EU Law.</p> <p>13.5 This policy is in relation to work done in Ireland.</p> <p>Law Society of Ireland:</p> <p>We do not have this information. Professional indemnity insurance under the statutory minimum terms and conditions covers legal services provided in this jurisdiction only and pertaining to the law of the Republic of Ireland (for this purpose the law of the Republic of Ireland includes European Union law where the same forms part of the law of the Republic of Ireland).</p>
Italy	N/A
Luxembourg	La garantie des contrats des Barreaux de Luxembourg et de Diekirch s'applique aux conséquences de faits survenus dans le monde entier pour les activités que l'assuré exerce à partir de son cabinet luxembourgeois, à l'exclusion des réclamations introduites devant les juridictions et/ou sous la loi des Etats-Unis d'Amérique et du Canada.
Norway	<p>13.1. To a certain degree (Individual evaluation)</p> <p>13.2. No freedom of establishment</p> <p>13.3. To a certain degree (Individual evaluation)</p> <p>13.4. No</p> <p>13.5 No single premium. There are additional premium to be expected for extension in geographical scope.</p>

Poland	<p>It is difficult to answer with respect to all the insurance companies acting in Poland which provide facultative insurance for the lawyers related to their professional activity.</p> <p>However, generally, with respect to the terms for the insurance offered in Bars:</p> <p>13.1. professional indemnity insurance for cross-border activities conducted under freedom to provide services from home state to host state? Practically yes, since the subject of insurance refers to the activity of the professional, not the place where the insurance event occurred. However, with respect to liability insurance for the damages caused to the employees of the insured that occurred in relation to accident at work, the general agreement between the National Bar Council and the insurance companies limits the insurance cover only to insurance event, which occurred within the territory of Republic of Poland. In case of legal counsels, this applies for compulsory insurance cover and may be extended for voluntary insurance cover.</p> <p>13.2. professional indemnity insurance for cross-border activities conducted under freedom to provide services from host state to home state? According to article 11 of the act dated 5 July 2002 on provision of legal aid by foreign lawyers in the Republic of Poland (unified text: Journal of Laws of 2014, item 134) foreign lawyers are subject to compulsory insurance of liability for damage caused within the provision of legal aid on the same basis binding the advocates or on the basis binding the legal counsels, depending on which list they are entered. Those who prove that are insured or within guarantee in accordance with the provisions of their home states and the conditions and the scope of the insurance or guarantee are equivalent to the conditions and scope of the insurance referred to in above are exempt from the above obligation. Where equivalence is only partial, the foreign lawyer is obliged to enter into an agreement of supplementary insurance or supplementary guarantee.</p> <p>13.3. professional indemnity insurance for cross-border activities conducted under freedom of establishment from home state to host state? The answer provided under point 13.1 should apply accordingly.</p> <p>13.4. professional indemnity insurance for cross-border activities conducted under freedom of establishment from host state to home state? The insurance cover is granted to the insured, therefore if they are Bar members – advocates and legal counsels or foreign lawyers entered on the Bar lists, they should be covered by the PI insurance. However as to questions 13.1-13.4 please note that with respect to legal counsels the insurance cover is not provided when the legal opinion is based on the legal system other than Polish. With respect to excess insurance also opinions based on EU law are included under the scope of the insurance, if they do not regard the internal law of the Member States.</p> <p>13.5 Where the answer to one or more of the above questions is positive, is PI insurance cover offered on the basis of a single premium for legal services both domestic and EU/ EEA-wide? The amount of the insurance premium varies with respect to the Bar members advocates and legal counsels and foreign lawyers entered on the Bar lists.</p>
Portugal	<p>13.1. Yes 13.2. Yes 13.3. Yes 13.4. Yes 13.4. No, our coverage exempts US and Canada territories and except for those, our insurance has worldwide coverage.</p>
Romania	<p>Non, il n'y a pas de garantie speciale pour les activites transfrontaliere. Elles sont</p>

	couvertes par l'assurance conclue.
Slovakia	Yes. Professional indemnity insurance for cross-border services shall be concluded by lawyers individually and the premium is usually higher than the one covering only home state services.
Slovenia	Depends on the policy.
Spain	<p>Oui à tout, sauf s'il y a des autres indications dans les conditions particulières de chaque contrat.</p> <p>13.5 Si la réponse à l'une ou plusieurs des questions ci-dessus est positive, la couverture d'assurance responsabilité professionnelle est-elle offerte avec une prime unique dans le cadre de services juridiques aussi bien à l'échelle nationale qu'à l'échelle de l'UE/l'EEE ?</p> <p>L'assurance générale du Conseil des Barreaux Espagnols propose une prime unique à échelle nationale et européenne, donc les actuations des avocats couverts par cet assurance sont couverts dans tout le territoire UE en tant que clause générale et sauf si stipulé autrement dans les conditions particulières.</p>
Sweden	<p>The indemnity insurance covers injuries caused within the 'advocate practice' at offices in the Nordic region, also comprising external board representation. The insurance covers injuries all across the world. Should a branch office or subsidiary be established outside the Nordic countries, indemnity insurance need to be taken out in that country with conditions corresponding to the compulsory insurance.</p> <p>Practicing lawyers who are members of the Swedish Bar Association pay a yearly premium for the professional indemnity insurance. The professional indemnity insurance covers both domestic and EU/EEA-wide legal service with the requirement that the legal service has been provided from an 'advocate practice' at offices within the Nordic region.</p>
UK	<p><u>Law Society of England and Wales:</u> From perspective of an English firm of solicitors</p> <p>13.1 This is covered under the Minimum Terms and Conditions. 13.2 If the firm does not have an office in England and Wales then the firm is not required to have a policy of Qualifying Insurance. English insurers can though offer professional indemnity insurance for the overseas offices of England & Wales solicitors providing services to clients in England & Wales. 13.3 This is not covered by the Minimum Terms and Conditions but the cover can be provided by the insurer by agreement. 13.4 If an English firm of solicitors based wholly overseas establishes an office in England and Wales then it would need a policy of Qualifying Insurance. 13.5 The cover for temporary provision of services from home state to host state (13.1 above) is covered by single premium for legal services both domestic and EU/EEA-wide.</p> <p>From perspective of a European law firm (home state meaning their home state)</p> <p>13.1 This is not covered under the Minimum Terms and Conditions. 13.2 If the firm does not have an office in England and Wales then the firm is not required to have a policy of Qualifying Insurance. European firms can be insured in the English insurance market but by convention their primary policy of insurance is often provided by insurers in their home state. 13.3 This is not covered by the Minimum Terms and Conditions. 13.4 If a European law firm establishes in England and Wales the Participating</p>

	<p>Insurers can offer either Qualifying Insurance or, where a firm has cover which is partially equivalent to the Minimum Terms and Conditions, the Participating Insurers can offer a Difference in Conditions policy to bring the cover up to equate to the Minimum Terms and Conditions.</p> <p>13.5 If a policy of Qualifying Insurance is issued under 13.4 then cover for temporary provision of services from England and Wales to another member of the EU/EEA is covered by single premium for legal services both domestic and EU/ EEA-wide.</p>
	<p><u>Law Society of Scotland:</u> No</p>
	<p><u>Law Society of Northern Ireland :</u> The Master Policy provides cover for practices not wholly carried on outside Northern Ireland, but can be extended to other jurisdictions upon payment of an additional premium contribution.</p>