

Revised Comparative Table on Professional Indemnity Insurance

I. Data on liability law

Member State	1. Do specific rules on liability for lawyers exist in your country, apart from general liability rules which apply to all citizens? If liability rules for lawyers exist, please specify if the responsibility refers to means (accuracy, diligence) or to results.
Austria	<p>There is a general rule, § 1299 of the Austrian Civil Code (ABGB) on liability in case of activities that require specific knowledge.</p> <p>There is no more specific rule on the liability of lawyers, but according to § 21a of the Federal law on the profession of lawyers (RAO) the proof of a PI insurance is an indispensable qualification for practicing as a lawyer in Austria.</p> <p>When representing in court, the lawyer is only responsible for the accuracy and the diligence unless he makes a mistake. However, when the lawyer carries out for instance a real estate sale he is responsible for the result.</p> <p>Liability refers partially to means, partially to results.</p>
Bulgaria	
Belgium	<p>There are no specific rules.</p> <p><i>Flemish Bar:</i> No, there are no specific rules. General liability rules apply to the lawyer:</p> <ul style="list-style-type: none"> • Contractual liability: “culpa levis in abstracto” • Tort liability: “culpa levissima in abstracto” <p>A lawyer should act as a “normal careful and cautious lawyer placed in the same factual circumstances”.</p>
Cyprus	Currently, there are no specific rules.
Czech Republic	<p>Yes, there are.</p> <p>Responsibility refers to results: damages.</p>
Denmark	There are no specific rules on liability for lawyers in Denmark. However, the assessment of professionals' liability is stricter than that of a non professional.
Estonia	Yes, Bar Association Act enacts the specific liability for advocates (together with and mandatory professional liability insurance). The responsibility is of direct pecuniary loss caused in connection with the provision of legal services.
Finland	<p>The personal liability of an advocate in a limited liability company is the only exception from general liability rules and refers to all damages caused by an advocate during the case (and results as well).</p> <p>There is no specific professional liability.</p>
France	<p>Sur le fond les règles applicables aux problèmes de responsabilité civile, qu'elle soit contractuelle ou quasi délictuelle, sont les mêmes pour les avocats que pour les autres citoyens :</p> <p>- nécessité d'établir à l'encontre de l'avocat une faute, un</p>

Member State	1. Do specific rules on liability for lawyers exist in your country, apart from general liability rules which apply to all citizens? If liability rules for lawyers exist, please specify if the responsibility refers to means (accuracy, diligence) or to results.
	préjudice, un lien de causalité entre la faute et le préjudice.
Germany	The rules on liability for lawyers are the same as the general liability rules.
Greece	Yes, Specific rules on liability of lawyers do exist in Greece. The rules refer to the liability of lawyers for in-court activity and presuppose fraud or gross negligence of the lawyer.
Hungary	Lawyers' responsibility is generally ruled by the Civil Code that prescribes an obligation to use all possible means in the clients' interest. Act 11 of 1998 on Lawyers prescribes further obligations as follows. Lawyers' pecuniary liability is stricter relating to the liability for money and valuables deposited under the obligation of return, it is an objective responsibility excusable in case of vis maior. The responsibility of law offices is similar to that of limited liability companies, i. e. member of the office is generally liable only to the extent of his/her contribution except the lawyer who have caused the damage him/herself.
Iceland	Questionnaire and commentary to be sent
Ireland	In general terms the rules on liability for solicitors are the same as general liability rules, but there is some case law which has particular applicability to solicitors. In broad terms the existence of liability would depend on means and the amount of liability would depend on results.
Italy	No, there are no specific rules for lawyers; There are rules which apply to all citizens, but in the specific case of lawyers the responsibility refers to means.
Latvia	Yes The liability is engaged when a lawyer permits in his law practice an infringement upon a right of a client which results in a damage/loss to the client.
Lithuania	Additional rules on liability for advocates exist in Lithuania. The responsibility refers more to the means than results (Advocates is even prohibited from guarantying certain result in court cases).
Lichtenstein	No specific rules for professional negligence exist.
Luxembourg	There are no specific rules on liability for lawyers; applicable are the rules on general liability.
Malta	Questionnaire and commentary to be sent
Norway	There are no specific rules on liability for lawyers in Norway. Liability cases must be based on general rules for professional liability. These rules – also for lawyers – regulate responsibility for means (accuracy, diligence etc) and not for results. Typical cases against lawyers are based on - exceeding time limits

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	<ul style="list-style-type: none"> - overlooking formal requirements - tax advice - real estate transactions
Poland	<p><u>Polish Bar Council:</u> There are specific rules on liability for barristers. Barristers are held responsible for such means as: accuracy, diligence, good conduct (with honour and dignity), the advocate's duty to act in the best interests of the client, etc. The rules are listed in The Code of Ethics and Conducts for Advocates.</p> <p>If the behavior of the Barrister is contrary to the above mentioned rules, he can be find responsible:</p> <ul style="list-style-type: none"> (1) as entity with civil liability of damages (claims made at Civil Courts), (2) by disciplinary means (claims made at Local Bar Association – Corporation Court). <p><u>National Council of Legal Advisers:</u> Yes, there are specific rules on liability for lawyers in the Act of 6 July 1982 on Legal Advisers. To be completed</p>
Portugal	<p>No. Portuguese legal system does not provide any specific legislation regarding lawyers' professional liability. Lawyers are bind by the rules prescribed in the "Statute of the Bar Association» ('Estatuto da Ordem dos Advogados') to special deontological duties towards their clients; however those rules do not specify a different civil liability regime in case of breach. Therefore, Portuguese lawyers are subject to the general civil liability rules which apply to all citizens.</p> <p>The nature of civil liability applying to client-lawyer relationship is still discussed by scholars. However, major jurisprudence tends to consider such liability to be contractual or non-contractual depending on the concrete situation. Thus, if the lawyer fails to perform or performs defectively the obligations arising from the mandate he or she may by be held liable according to contractual liability rules ; if, on the other hand, the lawyer commits an offence harming the interest of his client , then only non contractual liability rules may apply.</p> <p>Concerning professional civil liability, the only specific rule on liability for lawyers is included in the « Statute of the Bar Association» ('Estatuto da Ordem dos Advogados') and prescribes that lawyers may limit professional civil liability taking out a professional indemnity insurance (PI Insurance).</p>
Romania	
Slovakia	<p>Yes, there are specific rules. Lawyers are held liable for any damage or loss caused to a client in connection with the practice of law unless he proves</p>

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	<p>that the loss or damage was beyond his control despite his best and reasonable efforts. Specific rules on liability for lawyers do exist in our country according to the Act on the Legal Profession (Act on the Legal Profession No. 586/2003 Coll. as amended, sec.26 :</p> <p>(1) The lawyer shall be liable to his client for any loss or damage caused in connection with the practice of law. The lawyer's liability shall also apply to any loss or damage caused by his trainee or employee; if the lawyer practises law as a shareowner in any law corporation under this Act, his liability for loss or damage hereunder shall only apply to such law corporation.</p> <p>(2) The lawyer's trainee or any other employee shall not be held liable for any loss or damage caused to the client in the course of providing legal services. Their liability to the lawyer in terms of the labour law shall not be affected or prejudiced thereby.</p> <p>(3) Each lawyer shall be individually liable to the client for loss or damage caused to him in the course of providing legal services, except for the case of one client being represented jointly by several lawyers at the same time. Lawyers - partners - shall be held liable to their employees and any other persons jointly and severally.</p> <p>(4) The lawyer shall be released from his liability under Subs. (1) above if he proves that the loss or damage was beyond his control despite his best reasonable efforts.</p>
Slovenia	There are no specific rules on liability of lawyers. The Bar Act, however, provides that the Bar Association of Slovenia shall insure a lawyer against liability for damages that the client might incur with reference to the legal practice. The premium for such insurance is paid out of the lawyer's insurance fee payable to the Bar Association.
Spain	Questionnaire and commentary to be sent
Sweden	No specific rules on general liability for lawyers exist. There are, however, special rules on personal liability for shareholders in law firms, differing from the general rules on personal liability in companies. An upcoming government Bill to the Parliament is expected to propose that this exception should be abolished.
The Netherlands	<p>By-law on professional liability 1991, adopted by the Council of Supervision of the District Bar Association, settles down professional liability insurance and contractual limitation of professional liability of advocates and procurators.</p> <p>There are no other specific rules. Responsibility refers to an incident leading to the advocate being held liable under civil law in the course of his or her law practice. As of July 1st 2009 there is a new by-law regarding the</p>

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	<p>administration and financial integrity. This by-law also includes the obligation for lawyers to have a professional liability insurance. This new by-law replaces the by-law on professional liability 1991. The minimum coverage is raised to € 500,000 (was € 453,780) with a total of two times this amount.</p> <p>The formal requirements vary enormously with the various insurance companies. The requirements are subject to the insurance scheme of the various companies. Some of the requirements are that there is a limited period in which the claims must be presented. What the period is I do not know.</p>
United Kingdom	<p><u>Bar Council of England and Wales:</u> No</p> <p><u>Law Society of England and Wales:</u> The rules on liability for lawyers are a subset of the general rules which apply to citizens generally, to other suppliers of services and to other professionals. The liability rules which do exist are based on applying reasonable care and skill. There are specific statutes dealing with limitation of liability.</p> <p><u>Law Society of Scotland:</u> The general principles of the law of negligence apply to Scottish Solicitors, as to other professionals. There are specific rules, made by the Law Society of Scotland, governing the requirement on Scottish Solicitors in private practice to have appropriate professional indemnity insurance. These are the Solicitors (Scotland) Professional Indemnity Insurance Rules 2005. Negligence under Scots Case Law is defined as: “A failure to meet the standard of care of the reasonably competent solicitor”. The general rules of the laws of negligence apply to the results of a solicitor’s actions.</p> <p><u>Bar Council of Northern Ireland:</u> No</p>
Associate/Observer	
Croatia	Questionnaire and commentary to be sent
Turkey	Questionnaire and commentary to be sent
FYROMacedonia	Questionnaire and commentary to be sent
Albania	Questionnaire and commentary to be sent
Armenia	Not applicable
Georgia	Not applicable

Member State	1. Do specific rules on liability for lawyers exist in your country, apart from general liability rules which apply to all citizens? If liability rules for lawyers exist, please specify if the responsibility refers to means (accuracy, diligence) or to results.
Moldova	Questionnaire and commentary to be sent
Montenegro	Questionnaire and commentary to be sent
Serbia	Not applicable
Ukraine	Questionnaire and commentary to be sent

Member State	2. Do these rules exist in statute law or in case law? Please state the relevant sources.
Austria	Since the above mentioned § 1299 ABGB is a very abstract rule (statute law), a sort of case law has been developed by the Austrian supreme court
Bulgaria	
Belgium	Not applicable <i>Flemish Bar:</i> Both contractual as tort liability are governed by statute law. Case law has however worked out the criteria. The judge has a great margin of appreciation in the evaluation of the alleged fault.
Cyprus	No specific rules on liability for lawyers exist
Czech Republic	Act No. 85/1996 Coll. on the Legal Profession
Denmark	No specific rules on liability for lawyers exist
Estonia	In statute law - Bar Association Act (21.03.2001; RT I 2001, 36, 201; available in English http://www.legaltext.ee/text/en/X30070K4.htm). http://www.advokatuur.ee/?=71
Finland	Statute law: Advocates Act
France	Law – rules of contractual and quasi tortuous civil liability; art. 47 French New Code of Civil Procedure; some case law (see the brief description)
Germany	The rules exist in statute law. <ul style="list-style-type: none"> • § 280 BGB (Bürgerliches Gesetzbuch / German Civil Code) (Compensation for breach of duty) <ul style="list-style-type: none"> • § 278 BGB (Liability for fault of persons employed to perform an obligation) <ul style="list-style-type: none"> • §§ 823 ff BGB (tort) However, case law applies a higher standard of diligence for lawyers.
Greece	These rules can be found in the Introductory Law of the Greek Civil Code.
Hungary	Civil Code; Act 11 of 1998 on Lawyer;

Member State	2. Do these rules exist in statute law or in case law? Please state the relevant sources.
	Detailed regulations by the Hungarian Bar Association regarding lawyers' handling of deposit and money (MÜK Regulation 4/1999. (III. 1.)) and regarding the minimum insurance cover (MÜK Regulation 1/2000 (V. 22.)).
Iceland	
Ireland	To the extent that such rules exist at all, they exist in case law.
Italy	No specific rules on liability for lawyers exist. The general rules one finds in the Civil Book.
Latvia	Law on the Bar (available on www.advokatura.lv) Art. 110, 111, 112 and 114 in particular
Lithuania	Law on the Bar (including Code of Conduct)
Lichtenstein	Liability for breach of contract and tort is governed by the relevant provisions of the General Civil Code (ABGB) and the Consumer Protection Act (Konsumentenschutzgesetz); Regulation of Lawyer's Act regulates
Luxembourg	Not applicable
Malta	
Norway	The rules exist in the case law. The relevant sources are primarily Supreme Court decisions.
Poland	<p><u>Polish Bar Council:</u> With regard to the liability matters of legal professions in Poland (with reference to advocates) there are legal sources of such liability. The peculiar regulations are as follows:</p> <ol style="list-style-type: none"> The act of May 26, 1982 - The Law on the Bar, The act of June 5, 2002 - Act on the provision by foreign lawyers of legal assistance in the Republic Of Poland The regulation of December 11, 2003 – the regulation of the Ministry of Finance on compulsory civil liability insurance of the Advocates. The resolution number 2/XVIII/98 of October 10, 1998 (with the changes adopted of November 19, 2005) – the Code of Ethics and Conducts for Advocates. <p>With a view to the peculiar regulation, also the general liability rules stipulated in Civil Code apply to advocate's liability. I.e. :</p> <ol style="list-style-type: none"> questions of fault, causality between activity/omission and caused damages, contribution of injured party. <p><u>National Council of Legal Advisers:</u> Act of 6 July 1982 on Legal Advisers</p>
Portugal	The general civil liability rules mentioned above are included in the Portuguese Civil Code. The most relevant articles of the mentioned Code are: articles 798. ^o to 800. ^o for contractual civil liability and 483. ^o to 510. ^o for non-contractual civil liability. Rules regarding limitations to lawyer's professional civil liability – regarding the PI insurance - are included in article nr. 99 of the "Statute of the Bar Association" (<i>Estatuto da Ordem dos Advogados</i>) approved by Law nr. 15/2005, of January 26th.
Romania	

Member State	2. Do these rules exist in statute law or in case law? Please state the relevant sources.
Slovakia	Act No. 586/2003 Coll. on the Legal profession
Slovenia	Bar Act – it provides for liability for damages that a client might incur with reference to the legal practice and which liability shall be insured through the Bar Association. “Prior to the entry into the register of lawyers, the lawyer shall be obliged to take out professional liability insurance and submit evidence of the insurance premium payment to the Bar Association The evidence on the existence and changes of insurance must be sent to the Bar Association annually or upon any change
Spain	
Sweden	The rules on shareholders’ personal liability for the obligations of law firms to clients are found in Chapter 1, section 3 of the Companies Act, Swedish Code of Statutes 2005:551.
The Netherlands	By-law on professional liability 1991, adopted by the Council of Supervision of the District Bar Association; Relevant case law of the disciplinary and appeal courts: http://www.advocatenorde.nl/NOVA/NovTuRe.nsf/Zoek?OpenForm&view=tudats (some decisions or summaries of decisions in Dutch).
United Kingdom	<u>Bar Council of England and Wales:</u> Not applicable <u>Law Society of England and Wales:</u> Mainly in case law. Accordingly a principal source for the non-expert is a text book such as Jackson and Powell on Professional Negligence. The leading case is Bolam -v- Friern Hospital Management Committee (1957) 2ALL ER 118. There is limited statute law principally contained in the Supply of Goods and Services Act 1982. There are however specific statutes dealing with limitation of liability. <u>Law Society of Scotland:</u> Solicitors (Scotland) Professional Indemnity Insurance Rules 2005 which regulates only the professional indemnity insurance <u>Bar Council of Northern Ireland:</u> Not applicable
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	3. Please briefly summarise these rules.
Austria	An Austrian lawyer is in all his activity liable for his action and he has to compensate all the damage which he causes his clients.
Bulgaria	
Belgium	<p>Not applicable</p> <p><i>Flemish Bar:</i> The relation between a lawyer and his client is of a contractual nature (rules regarding contractual liability apply), whilst tort law governs the relation between a lawyer and third parties.</p>
Cyprus	No specific rules on liability for lawyers exist
Czech Republic	<ul style="list-style-type: none"> - A lawyer shall be responsible to his client for any damage the lawyer has caused in relation to his practising the legal profession; - A lawyer who is an employer of an employed lawyer shall be responsible for damage caused by the employed lawyer. - A lawyer shall be responsible for damage caused to his client even if the damage has been caused by a substitute lawyer or an employee other than an employed lawyer, in connection with the practice of the legal profession. - Where a lawyer practices law in a Company, the Company shall be responsible to his client for damage; the lawyer's employee shall be understood as an employee of the Company. - Where a lawyer practices law in a Consortium, lawyers practicing law in that Consortium shall be responsible jointly and severally together with a lawyer who caused clients damage.
Denmark	No specific rules on liability for lawyers exist
Estonia	<p>In order to ensure compensation for damage caused by the management of a law office or an advocate, the management of a law office is required to enter into a professional liability insurance contract.</p> <p>An attorney shall provide legal services through a law office. Rendering of legal service by the attorney is the business of the management of the law office. The management of a law office shall be a company of attorneys or an attorney-at-law operating as a sole proprietor. The relationships between the management of a law office and an attorney are determined by a contract. The management of a law office is required to enter into a professional liability insurance contract according to which insured are the persons working in the law office under a contract of employment. The management of a law office and the attorney providing legal services through a law office are not insured for different events.</p> <p>The insured event involves direct pecuniary loss caused in</p>

Member State	3. Please briefly summarise these rules.
	<p>connection with the provision of legal services by the management of the law office or an advocate, regardless of the place of provision of legal services. Liability for intentional breach of official duties need not be insured. The minimum amount of insurance coverage for one insured event shall be not less than one million kroons (about €64 000).</p>
Finland	<p>Advocates act paragraph 5 states: <i>“The practice of advocacy in the form of a limited liability company is allowed only by permit from the Board of the Bar Association and upon the specific conditions set forth in it. The by-laws of such a limited liability company may be amended only if a similar permit has been obtained. A shareholder of such a company is liable for all the obligations emanating from a mandate jointly and severally with the company. If a mandate is handled by someone who is not an advocate-shareholder, or if it is not known, who is responsible for the mandate, every advocate-shareholder is jointly and severally with the company responsible for an obligation, which has emanated while he held such a position in the company.”</i> The personal liability of an advocate in a limited liability company is the only exception from general liability rules.</p>
France	<p>Les tribunaux doivent tenir compte de la perte de chance que la faute ou négligence de l'avocat a pu causer à la victime, la Cour de Cassation considérant que l'indemnisation ne peut, dans ces conditions, équivaloir exactement à l'avantage perdu. Par ailleurs, alors que la preuve incombe légalement au demandeur, la jurisprudence de la Cour de Cassation considère qu'il appartient à l'avocat de rapporter, quelque manière que ce soit, mais particulièrement par un écrit, la preuve de ses diligences, et entre autres les informations nécessaires qu'il devait donner à son client dans le cadre du devoir de conseil. Enfin, pour se défendre, l'avocat mis en cause peut faire état de tous documents, ceux-ci seraient-ils confidentiels.</p> <p><u>Dans la forme</u> La responsabilité de l'avocat ne peut être recherchée que devant les tribunaux de l'ordre judiciaire, à l'exception notamment du Tribunal de Commerce. Le Règlement Intérieur du Barreau soumet tout projet d'assignation au visa préalable du Bâtonnier (ce qui ne concerne que la forme et non pas le bien fondé de la réclamation). Enfin, l'article 47 du Nouveau Code de Procédure Civile précise que les parties, que ce soit le demandeur ou l'avocat, ont la possibilité d'attirer l'avocat non pas devant son tribunal naturel qui est son domicile professionnel, mais devant le tribunal d'un ressort immédiatement limitrophe. Il en est de même en appel.</p>
Germany	§ 280 Schadensersatz wegen Pflichtverletzung

Member State	3. Please briefly summarise these rules.
	<p>Verletzt der Schuldner eine Pflicht aus dem Schuldverhältnis, so kann der Gläubiger Ersatz des hierdurch entstehenden Schadens verlangen. Dies gilt nicht, wenn der Schuldner die Pflichtverletzung nicht zu vertreten hat.</p> <p>§ 280 Compensation for breach of duty If the obligor fails to comply with a duty arising under the obligation, the obligee may claim compensation for the loss resulting from this breach. This does not apply if the obligor is not liable for the failure.</p> <p>Obligations of lawyers, i.e.:</p> <ul style="list-style-type: none"> • inform the client of his rights extensively • knowledge of the relevant law and case law • choose the safest proceeding • take all necessary measures.
Greece	<p>These rules refer to the liability of lawyers for in-court activity and presuppose fraud or gross negligence of the lawyer. There is a short prescription period of 6 months beginning with the fraudulent or gross negligent act or omission of the lawyer.</p>
Hungary	<p>In compliance with Act 11 of 1998 on Lawyers lawyers' pecuniary liability is stricter relating to the liability for money and valuables deposited under the obligation of return, it is an objective responsibility excusable in case of vis major. The responsibility of law offices is similar to that of limited liability companies; i. e. member of the office is generally liable only to the extent of his/her contribution except the lawyer who has caused the damage him/herself.</p>
Iceland	
Ireland	<p>For most practical purposes the general liability law (laws of contract and tort) applies and the specific case law referred to is more by way of the application of general rules to the situation of solicitors' practices rather than specific rules.</p> <p>With regard to scope of the liability and duties under the liability, the general duty owed by the solicitor to his client is to show the client the degree of care to be expected in the circumstances from a reasonably careful and skilful solicitor. There are no special rules applying to solicitors in relation to vicarious liability. The general law applies and in particular the principals of a legal practice would have vicarious liability for employees as provided for under general law. Any compensation would be monetary. There are no particular peculiarities to draw attention to</p>
Italy	<p>No specific rules on liability for lawyers exist The Civil Book prescribes general rules on liability concerning the behaviour which are applicable to lawyers as well. In specific cases of lawyers' liability, the responsibility refers to means.</p>
Latvia	<p>Art. 110 prescribes that a sworn advocate is liable for an</p>

Member State	3. Please briefly summarise these rules.
	<p>infringement that he or she permits upon the right of a client which and which results in damage to the client. In this case the client is entitled to demand compensation. A sworn advocate is held responsible for losses caused to a client which have arisen from legal assistance provided by assistant under guidance of the sworn advocate and has not passed the second examination. The same liability arises in cases conducted upon authorization of a patron. At the moment when the assistant of sworn advocate has received the certificate (Article 98 of this Law) of the Latvian Council of Sworn Advocates and has begun to conduct cases without patron's authorization, then, assistant of sworn advocate him/herself shall be responsible to the client in the cases prescribed in Article 110 (Article 112).</p>
Lithuania	<p>Advocate is responsible for damages, caused in the process of advocate's activities by illegal actions of the advocate, apprentice or employee of the law firm.</p>
Lichtenstein	<p>Liability for professional negligence covers all professional activities. Provisions of the General Civil Code (ABGB) and the Consumer Protection Act govern liability for breach of contract and tort which are applicable to lawyers. Art. 25 Regulation of Lawyer's Act (RAG) regulates the level of insurance required to be maintained. In addition liability for professional negligence may be limited by amount and/or by scope by agreement between the contracting parties</p>
Luxembourg	Not applicable
Malta	
Norway	<p>The lawyer is responsible if he has been negligent in the execution of his assignment. In addition there must be an economic loss, and the economic loss must have been caused by the negligence. The party who seeks compensation has the burden of proof for all 3 elements; that he has suffered an economic loss, that the lawyer has been negligent and that the economic loss is caused by the negligence. The requirements for a lawyer's diligence are strict however, and thus negligence will more often be stated in cases against lawyers (and other professionals) than in ordinary negligence cases.</p>
Poland	<p><u>Polish Bar Council:</u> The aforementioned legal sources (i.e. clause 4 of The regulation of December 11, 2003 – the regulation of the Ministry of Finance on compulsory civil liability insurance of the Advocates) indicate the minimum guaranteed amount as 50,000 euro. The Bar Council in the name of advocates members or advocates as individuals are free to negotiate higher level of guaranteed amount than the minimal one.</p>

Member State	3. Please briefly summarise these rules.
	<p>For the year 2009 – the guaranteed amount is 404.890 pln (round 100.000 euro).</p> <p>The Advocate is responsible for his activities or omissions while providing the legal service (legal opinion, advice, representation at Courts). As mentioned above, the civil liability insurance of the Advocates is obligatory. Disobedience of payment of insurance fees may provoke disciplinary liability (which, with extreme conditions, also the expel from the Bar Association).</p> <p>In order to be cover by obligatory civil liability insurance, the Advocate has to exercise acts of due diligence, on terms defined in separate regulations (general terms and conditions of insurance agreement). To exemplify – the deadline to notify the Clients' claims.</p> <p>As mentioned herein, the civil liability insurance is obligatory. Up to the limit of guaranteed amount and the conditions are fulfill, the Insurance Company covers the damages of Client.</p> <p>If the Advocate practices his profession with others barristers in the form of legal partnership (personal and not capital company), the company shall be indicate as the first entity responsible for the damages in relation with company's Clients. Such indication is a matter of agreement between partners.</p> <p>Financial compensation of damages.</p> <p>A case of legal advisers, who render they legal services exclusively by under a employment contract. See below (point 4 <i>in fine</i>).</p> <p><u>National Council of Legal Advisers:</u> Act of 6 July 1982 on Legal Advisers (Polish Journal of Laws of 2002 No. 123, item 1059), Article 22 says that the legal adviser shall have the duty of mandatory civil liability insurance for damage inflicted when performing the activities involved in the profession of legal adviser. The insurance duty is supervised by the Minister of Justice.</p>
Portugal	<p>Although there are significant differences between contractual and non contractual liability, in some aspects, both types tend to share a common regime. Thus, in order to be held liable for an act or omission, the following cumulative requirements must be met and considered "proven" in court:</p> <ul style="list-style-type: none"> a) act or omission (in the contractual liability it consists on the failure to perform or to perform defectively the obligations arising from the contract); b) Damage/loss suffered by the client;

Member State	3. Please briefly summarise these rules.
	<p>c) causal connection between a) and b)</p> <p>Negligent or deliberate wrongful acts, omissions or breach of contract.</p> <p>Vicarious liability exists in both contractual and non-contractual civil liability. As a result, the lawyers' may be held responsible for the acts of his legal representatives or any other persons acting on their behalf.</p> <p>Both contractual and non-contractual civil liability rules provide compensation for patrimonial and non patrimonial damages.</p> <p>Remedies: restitution <i>in natura</i> or, if it is not possible, monetary compensation.</p>
Romania	
Slovakia	<p>The Act on the Legal Profession prescribes the following (sec.26):</p> <p>(1) The lawyer shall be liable to his client for any loss or damage caused in connection with the practice of law. The lawyer's liability shall also apply to any loss or damage caused by his trainee or employee; if the lawyer practises law as a shareowner in any law corporation under this Act, his liability for loss or damage hereunder shall only apply to such law corporation.</p> <p>(2) The lawyer's trainee or any other employee shall not be held liable for any loss or damage caused to the client in the course of providing legal services. Their liability to the lawyer in terms of the labour law shall not be affected or prejudiced thereby.</p> <p>(3) Each lawyer shall be individually liable to the client for loss or damage caused to him in the course of providing legal services, except for the case of one client being represented jointly by several lawyers at the same time. Lawyers - partners - shall be held liable to their employees and any other persons jointly and severally.</p> <p>(4) The lawyer shall be released from his liability under Subs. (1) above if he proves that the loss or damage was beyond his control despite his best reasonable efforts.</p>
Slovenia	Not applicable
Spain	
Sweden	<p><i>The wording of the exception rules are, in extenso:</i></p> <p>"The shareholders of a company limited by shares (<i>aktiebolag</i>) shall bear no personally liability for the company's obligations.</p> <p>"Notwithstanding the provisions of the first paragraph, a shareholder of a company through which members of the Swedish Bar Association engage in the practice of law shall be jointly and severally liable with the company for such obligations to clients as the company assumes during the period in which he or she owns shares in the company. Such liability shall not, however, extend to obligations incurred in engagements which the</p>

Member State	3. Please briefly summarise these rules.
	shareholder does not handle personally or is not otherwise responsible for.”
The Netherlands	<p>The By-law regulates a compulsory professional liability insurance which is to cover all the activities of the advocate in the course of his or her law practice and at least to cover those events taking place in the countries in the European Community. Advocates are also liable for any act and omission of anyone working under his or her responsibility, which shall be covered by the insurance as well. The By-law also provides for basic conditions as to the limited liability.</p> <p>For detailed information, you can have a look at the By-law in English¹</p> <p>There is no collective insurance for all Dutch lawyers. There is insurance which is a collective insurance for lawyers who are a member of ‘Balieplus BV’. This is a sort of a service provider which negotiates on behalf of its member with all sorts of companies, for example insurance (liability and healthcare), car lease, office furniture, etc.</p>
United Kingdom	<p><u>Bar Council of England and Wales:</u> Not applicable</p> <p><u>Law Society of England and Wales:</u> Section 13 of the Supply of Goods and Services Act 1982 states that "in a contract for the supply of a service where the supplier is acting in the course of a business, there is an implied term that the supplier will carry out the service with reasonable care and skill".</p> <p>The decision in the leading case Bolam -v- Friern Hospital Management Committee (1957) 2ALL ER 118 (is that "when a person has held himself out as being capable of attaining standards of skill, he is required to show the skill normally possessed by persons doing that work".</p> <p>The general rules of the law of negligence are applicable.</p> <p><u>Bar Council of Northern Ireland:</u> Not applicable</p>
Associate/Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

¹<http://www.advocatenorde.nl/NOVA/NovVade.nsf/434051c6eaaa3f18c12564ab00288445/912d5463b3d4f5fc1256e75004884ad?OpenDocument>

Member State	4. Do the rules on liability apply differently depending on the type of work undertaken (e.g. contract/tort or property work which may be undertaken by a notary)?
Austria	No
Bulgaria	
Belgium	Not applicable <i>Flemish Bar:</i> No. Nevertheless, the nature of the contract and the scope of the lawyer's duties towards his client influence the evaluation of the fault made by the lawyer (article 1137 Civil Code). The duties of a lawyer towards his client can be examined in case of breach in different manners (best efforts or did the lawyer commit himself to obtain a result, such as the handing in time of pleadings). Some authors argue that due to the complexity of tasks, the contract with a lawyer is a "sui generis" agreement, other scholars argue that depending of the specific task or breach, the rules that apply in general to that task (such as rent of services, mandate, ...) should be applicable
Cyprus	No specific rules on liability for lawyers exist
Czech Republic	No
Denmark	No
Estonia	No, 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 advocate.
Finland	No
France	Not applicable
Germany	There is no difference concerning the rules on liability for lawyers. However, the rules on liability for notaries are different to those for lawyers.
Greece	These rules regulate in-court activity and presuppose fraud or gross negligence of a lawyer.
Hungary	No, liability rules are equally applicable to all members of the profession, regardless of the type of work. Please note that the profession of notaries is regulated independently from that of lawyers. However, the minimum insurance scheme covers only activities reserved for lawyers. For other activities (real estate agency, public procurement) lawyers may conclude supplementary insurance.
Iceland	
Ireland	Certain of the case law apply liability rules in the context of particular areas of legal practice.
Italy	No, there are no differences
Latvia	No
Lithuania	No
Lichtenstein	No. The same rules apply irrespectively of the type of work undertaken by the lawyer.
Luxembourg	Le régime de responsabilité est indépendant du type de travail réalisé (mises à part d'éventuelles différences dans le régime de la responsabilité en général).
Malta	
Norway	There are no general differences in the application of liability rules for specific types of work. However, the requirements for a lawyer's diligence may vary somewhat depending on the kind of assignment.

Member State	4. Do the rules on liability apply differently depending on the type of work undertaken (e.g. contract/tort or property work which may be undertaken by a notary)?
	The rules will be strictly applied when it comes to explicit rules of law as for example formal requirements for testaments. For assignments that are "in the outskirts" of legal advice (for example tending more towards financial advice), the requirements may be a bit more lenient. But of course a lawyer is assumed to be competent in matters that are part of the assignment that he agrees to take on.
Poland	<u>Polish Bar Council:</u> All barristers professional activities (as they exercise his own professional activity) are under the same supervision of the professional or court organs. All are subject to obligatory civil liability insurance. As the exception should be mentioned the situation of legal advisers (the legal profession different from the Advocates), who render they legal services exclusively by under an employment contract. As the employee, the responsibility has the material limits to the equivalent of three salaries (as the general rule). The responsible entity shall be in such situation the employer. <u>National Council of Legal Advisers:</u> There are no differences
Portugal	Rules on liability may be applied differently since the Portuguese Civil Code prescribes different types of civil liability. However, the selection of the specific type of responsibility does not depend on the type of work undertaken. In fact, the different types of civil liability correspond to the different nature of the error/omission committed by the lawyer and to the level of guilt, regardless the type work performed
Romania	
Slovakia	No, lawyers are responsible for any loss or damage caused in connection with the practice of law.
Slovenia	Not applicable
Spain	
Sweden	Not applicable
The Netherlands	No. An insurance can cover all activities that can qualify as the practice of an <i>advocaat</i> , such as acting as trustee in bankruptcy (<i>curator</i>), or administrator (<i>bewindvoerder</i>) in a moratorium on payments (<i>surcéance van betaling</i>) and any other capacity to which an advocate may be appointed by the court. It covers also in-house advocates.
United Kingdom	<u>Bar Council of England and Wales:</u> No <u>Law Society of England and Wales:</u> Generally the rules apply in the same way to all types of work. There is however a limited exception; advocates have immunity from legal action when acting as an advocate (i.e. during court hearings). <u>Law Society of Scotland:</u> No <u>Bar Council of Northern Ireland:</u> Not applicable
Associate/ Observer	
Croatia	
Turkey	

Member State	4. Do the rules on liability apply differently depending on the type of work undertaken (e.g. contract/tort or property work which may be undertaken by a notary)?
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	5. Is there the possibility of limiting the liability?
Austria	Perhaps, if you are able to contract special conditions with the client.
Bulgaria	
Belgium	<p>Yes</p> <p><i>Flemish Bar:</i></p> <p>5.1. Under Belgian law, through specific contractual clauses, parties may limit their liability. An exoneration clause is not against the principles of dignity and integrity of the lawyers' profession, but few bars have specified this possibility in their professional rules.</p> <p>* For example, the Dutch speaking bar association of Brussels allows its lawyers to limit their liability to an amount not lower than the amount covered by their professional insurance (Article 61 Deontological Code). Article 62 of these rules stipulate that the lawyer should inform the client in a decent way about the limitation of the liability at the time the client seeks his assistance in a specific matter.</p> <p>* The bar association of Antwerp ruled in a decision of 29th January 1996 that the liability of the lawyer may be restricted to the coverage of his professional indemnity insurance, insofar this amount is not lower than the maximum amount of the collective PI-insurance and that the lawyer does not excludes intentional faults. As a general legal principle the exoneration clause is only valid when it has been accepted by the client.</p> <p>5.2. On the other hand, professional rules allow a lawyer to perform his profession through a private limited liability company. By doing so, possible claims should be addressed to the company and not to the lawyer in person.</p>
Cyprus	There is no statutory regulation on this subject, there is no precedent and we cannot express a view as to whether a limitation of liability will be upheld and to what extent. To our knowledge the practice of limiting liability is nonexistent.
Czech Republic	Yes, but only within the following legal exemption: A lawyer or a Company shall be exempted from liability if they prove

Member State	5. Is there the possibility of limiting the liability?
	that the damage would not have been prevented even if all reasonable efforts which may have been required had been exercised.
Denmark	A lawyer may upon delivering the requested counselling inform the client that the counselling does not include assessments of certain aspects and thereby limit the scope of the counselling. Thus the lawyer may make certain reservations. However, the lawyer cannot limit his liability by means of a contract or any other written form stating that he may not be held responsible for damages caused by his actions.
Estonia	No, there is no possibility of limiting the liability. Only the liability for intentional breach of official duties need not be insured (according to the law). Professional liability insurance contract must cover direct pecuniary loss caused, regardless of the place of provision of legal services.
Finland	Yes. An advocate may restrict his liability to his client up to no more than the amount of minimum sum insured set from time to time by the Delegation of the Finnish Bar Association provided this is justifiable in light of the nature of the assignment and other circumstances.
France	General liability rules apply
Germany	Yes
Greece	A contract clause between the lawyer and the client limiting the lawyer's liability arising out of a fraudulent or gross negligent act or omission would be invalid.
Hungary	No, the lawyer is not allowed to limit the liability as it is prescribed by law.
Iceland	
Ireland	There is the possibility of limiting liability
Italy	No, there is not
Latvia	Not prescribed by law
Lithuania	Possibilities to limit liability prescribed by law are minimal (basically if any harm/damages results at fault of the client him/herself)
Lichtenstein	Yes, liability for professional negligence may be limited by amount and/or by scope by agreement between the contracting parties: First, the amount of compensation for professional negligence may be limited to the level of insurance required by Art. 25 RAG, i.e. to CHF 1m for any one claim. Second, liability may be limited to grossly negligent (reckless) and fraudulent or dishonest acts or omissions by the lawyer. If the client is a consumer as defined in the Consumer Protection Act, liability for professional negligence may only be limited to the insured amount of CHF 1m if the damage was caused by an act or omission of minor negligence. Any further limitation on professional liability is unlawful and therefore unenforceable. Liability for professional negligence cannot be limited to a particular field or area of practice of the lawyer but covers all professional activities. As regards time limits for presentation of claims see question 6.
Luxembourg	Oui, il est possible de limiter la responsabilité de l'avocat - La loi ne connaît pas de limitation de responsabilité, mais il est (sous certaines réserves) possible de la limiter contractuellement (sur base des mécanismes de la responsabilité en général)
Malta	

Member State	5. Is there the possibility of limiting the liability?
Norway	Yes, it is generally regarded as legal for a lawyer to limit his liability. This may in principle be done for all kinds of legal work. I may also add the possibility for a law practice to be organized as a "limited liability partnership". This has to be registered in the Company Registry and has as a result that the financial liability is limited to the firm as such and to the lawyer(s) directly responsible for the acts or omissions that are basis for the claim.
Poland	<u>Polish Bar Council:</u> There is no possibility of peculiar limits of liability. The general rules shall be apply, i.e. questions of fault, causality between activity/omission and caused damages, contribution of injured party, limitations periods (10 years as the general rule). <u>National Council of Legal Advisers:</u> No limitations are possible
Portugal	Yes. Lawyers may limit their liability to the amount of the PI insurance (€ 250.000,00) prescribed by article nr. 99. of the "Statute of the Bar Association" (' <i>Estatuto da Ordem dos Advogados</i> '), provided that: <ul style="list-style-type: none"> • They have purchased a PI Insurance with a minimum coverage of €250.000,00 and; • They have written on their stamp paper the expression "<i>limited liability</i>" and; • Clients' claim is presented on the grounds of mere fault.
Romania	
Slovakia	No, but lawyers shall be released from their liability if it is proven that the loss or damage was beyond their control despite their best reasonable efforts.
Slovenia	Not applicable
Spain	
Sweden	Yes
The Netherlands	Advocates who have complied with their duties to take out professional liability insurance may exonerate their liability besides the excess whereas exoneration shall not be allowed unless the compulsory insurance gives them any entitlement to payment; The General Council may exempt an advocate from taking out professional liability insurance if the advocate concerned is conscientiously opposed to taking out any kind of insurance. The General Council may attach certain conditions to such exemption. In the case of in-house lawyers, if the employer has informed the employee/advocate in writing that it shall not hold the employee/advocate liable for any damage caused to his employer, as a client, in the exercise of his profession, the advocate need not insure that risk. However, in that case, the in-house advocate shall be obliged to take out professional liability insurance for damage caused to any third party. Advocates employed by the State need not take out professional liability insurance referred to in the first sub-section, if the State has certified in writing that it will not hold them liable for any damage caused to the State as their employer in their practice as in-house advocates, and that it will indemnify and hold them harmless when held liable for damage caused by them in their practice as in-house advocates employed by

Member State	5. Is there the possibility of limiting the liability?
	the State.
	<p><u>Bar Council of England and Wales:</u> Whether and to what extent members of the Bar can limit their liability is a live issue. Currently it is unusual for members of the Bar to limit their liability but in principle there would seem to be no reason why it should not be possible. To be valid any limitation would have to meet the requirements of reasonableness under the Unfair Contract Terms Act or, if relevant, Unfair Terms in Consumer Contract Regulations 1999. It is less certain that a barrister who does not enter into a contractual arrangement with his clients but seeks to rely only on a notice would be able to restrict liability in tort by reason of that notice alone.</p> <p><u>Law Society of England and Wales:</u> In theory it is possible to limit liability but it is far easier to limit and restrict the amount of liability rather than to exclude liability.</p> <p><u>Law Society of Scotland:</u> It is possible to limit the level of liability either by contract between the solicitor and client or by becoming a limited liability partnership. However, in either case, it is not possible to reduce liability to less than the level of insurance set down in the Solicitors (Scotland) Professional Indemnity Insurance Rules 2005, which is currently £1.5 million per claim.</p> <p><u>Bar Council of Northern Ireland:</u> Reference to the response for the Bar of England and Wales: Whether and to what extent members of the Bar can limit their liability is a live issue. Currently it is unusual for members of the Bar to limit their liability but in principle there would seem to be no reason why it should not be possible. To be valid any limitation would have to meet the requirements of reasonableness under the Unfair Contract Terms Act or, if relevant, Unfair Terms in Consumer Contract Regulations 1999. The basis for the limitation would be contractual agreement not law. It is less certain that a barrister who does not enter into a contractual arrangement with his clients but seeks to rely only on a notice would be able to restrict liability in tort by reason of that notice alone. There are situations where barristers have got agreement from clients to limit any claim to no more than their indemnity cover.</p>
Associate/Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable

Member State	5. Is there the possibility of limiting the liability?
Ukraine	

Member State	a. If this is the case, which limitations exist regarding the scope of the lawyer's activity, e.g. geographical factors or court pleadings vs. consultations only?
Austria	No limitation in this sense. An Austrian lawyer is in all his activity liable for his action.
Bulgaria	
Belgium	En principe, il est possible par une convention spéciale - à établir avec le client - de limiter contractuellement la responsabilité de l'avocat et de définir librement les limitations. Il n'est pas possible à ce jour pour un avocat d'une association de limiter sa responsabilité <u>en général</u> . Le recours à un être moral (société) à responsabilité limitée pour l'exercice de la profession ne peut avoir pour effet de limiter la responsabilité professionnelle de l'avocat associé qui aurait commis une faute professionnelle. <i>Flemish Bar :</i> None
Cyprus	Not applicable
Czech Republic	A lawyer shall be responsible to his client for any damage the lawyer has caused in relation to his practising the legal profession; This responsibility is not limited territorially, e.i., it also covers damages committed abroad. It is regulated by the Act No. 85/1996 Coll., on the Legal Profession, as amended.
Denmark	A lawyer may upon delivering the requested counselling inform the client that the counselling does not include assessments of certain aspects and thereby limit the scope of the counselling. Thus the lawyer may make certain reservations. However, the lawyer cannot limit his liability by means of a contract or any other written form stating that he may not be held responsible for damages caused by his actions. Whenever a Danish lawyer act as such it entails liability regardless of where in Europe he/she makes use of his/her title.
Estonia	No, there is no possibility of limiting the liability in terms of geographical or other factors.
Finland	An advocate may restrict his liability to his client up to no more than the amount of minimum sum insured set from time to time by the Delegation of the Finnish Bar Association provided this is justifiable in light of the nature of the assignment and other circumstances. Liability arises for events in the territory of Finland and the European Union (Finnish tort law).
France	Not applicable
Germany	Limitations of liability are always possible no matter which activities the lawyer pursues.
Greece	No
Hungary	The minimum insurance cover is valid for damages occurring in consequence of lawyer's activity in the territory of the

Member State	a. If this is the case, which limitations exist regarding the scope of the lawyer's activity, e.g. geographical factors or court pleadings vs. consultations only?
	Hungarian Republic.
Iceland	
Ireland	None of the types of limitations as set out in the question apply.
Italy	Not applicable
Latvia	Not prescribed by law
Lithuania	No, there is no limitation regarding the scope of advocate's activity prescribed by law.
Lichtenstein	Liability for professional negligence cannot be limited to a particular field or area of practice of the lawyer. It may be limited by amount and/or by scope by agreement between the contracting parties
Luxembourg	La loi ne connaît pas de limitation de responsabilité, mais il est (sous certaines réserves) possible de la limiter contractuellement (sur base des mécanismes de la responsabilité en général)
Malta	
Norway	<p>There are no special limitations regarding the scope of the lawyer's activity in Norway as long as it is within areas that are generally accepted as being "legal work". There are, however, restrictions on who may appear before the Supreme Court and the lawyer must be aware of assignments which border on areas that need special authorization, e.g. financial services</p> <p>A Norwegian lawyer is responsible for all acts or omissions committed as part of his legal practice in Norway, regardless of whether the relevant events take place in Norway or abroad. I may add that the required guarantee (referred to in my answer to section II) has no geographical limitation. The collective insurance scheme exempts claims which are raised according to US or Canadian law or cases brought before courts in these countries.</p> <p>If a Norwegian lawyer has a legal practice outside Norway, I assume that international private law will be decisive as to whether the lawyer can be sued in Norway. I know that the Norwegian Supervisory Council for Legal Practice is afraid that this may be so, and therefore has required that Norwegian lawyers under their supervision have the Norwegian required guarantee of NOK 5 mill.</p>
Poland	<p><u>Polish Bar Council:</u> Limitations concern only material liability</p> <p><u>National Council of Legal Advisers:</u> Not Applicable</p>
Portugal	Article nr. 99. of the "Statute of the Bar Association" (<i>Estatuto da Ordem dos Advogados</i>) prescribes that limited liability implies that wrongful acts and omissions are occasioned by mere fault only.
Romania	
Slovakia	Not applicable

Member State	a. If this is the case, which limitations exist regarding the scope of the lawyer's activity, e.g. geographical factors or court pleadings vs. consultations only?
Slovenia	Not applicable
Spain	
Sweden	No limitations. The only limitation applicable, as applicable to any contract under Swedish contract law, is the general clause in the Contract Act, stipulating that terms of contracts must not be unreasonable; unreasonable clauses could be challenged in court. According to the Swedish Bar Association's guidelines, the limit should not be fixed at a lower amount than the amount covered by the lawyer's compulsory professional indemnity insurance policy.
The Netherlands	Liability can be limited to a maximum amount. The professional liability insurance shall cover, at least, any events taking place in the countries in the European Community.
United Kingdom	<u>Bar Council of England and Wales:</u> To be valid any limitation would have to meet the requirements of reasonableness under the Unfair Contract Terms Act or, if relevant, Unfair Terms in Consumer Contract Regulations 1999. Assuming that the limitation is found to be reasonable there would appear to be no logical basis for restricting it to a particular part of barrister's activity. <u>Law Society of England and Wales:</u> It is possible to limit liability. However, under the Unfair Contract Terms Act (UCTA) and the Unfair Terms in Consumer Contracts Regulations 1999 it is not possible to exclude liability to a consumer for breach of the implied term in section 13 of the 1982 Act (see 2 and 3 above). Exemptions or restrictions of liability to a consumer may be subject to a "reasonableness" test within UCTA and the 1999 regulations. It is not possible to limit the solicitor's liability for negligence where a solicitor has failed to meet the standard of care of the reasonably competent solicitor below the level of insurance set by the Society under the Solicitors (Scotland) Professional Indemnity Insurance Rules 2005. <u>Bar Council of Northern Ireland:</u> To be valid any limitation would have to meet the requirements of reasonableness under the Unfair Contract Terms Act or, if relevant, Unfair Terms in Consumer Contract Regulations 1999. Assuming that the limitation is found to be reasonable there would appear to be no logical basis for restricting it to a particular part of barrister's activity.
Associate/Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable

Member State	a. If this is the case, which limitations exist regarding the scope of the lawyer's activity, e.g. geographical factors or court pleadings vs. consultations only?
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	b. What is the legal basis for the limitation – an agreement or law?
Austria	Law/case law/contract
Bulgaria	
Belgium	La seule base d'une limitation essentielle est contractuelle. <i>Flemish Bar :</i> The legal basis for the limitation of the liability is a specific agreement with the client, or the legal consequences of the formal choice regarding the lawyer's professional structure such as a private limited liability company.
Cyprus	Not applicable
Czech Republic	Law is the only legal basis for the liability limitation, not an agreement.
Denmark	No limitations can be imposed by a contract or any other written form. Lawyers are entitled to make certain reservations when counselling in practise.
Estonia	There is no possibility of limiting the liability.
Finland	Law and instructions of the Finnish Bar Association.
France	Not applicable
Germany	§ 51a BRAO (Bundesrechtsanwaltsordnung / The Federal Lawyers' Act) allows a limitation of liability on the basis of a written agreement or a standard contract. Lawyers use this possibility rarely. BRAO § 51a Contractual limit on claims for compensation: (1) The client's claims for damages due to negligence under the contract between the client and the Rechtsanwalt may be limited: 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. (2) Members of a partnership are jointly and severally liable under the contract between themselves and the client. Personal liability for damages may be limited under a standard contract to individual members of a partnership who work on the case within the framework of their own professional rights and who are mentioned by name. The statement of consent to such limitation of liability may not contain any further statements and must be signed by the client. According to § 8 II PartGG (Partnerschaftsgesellschaftsgesetz)

Member State	b. What is the legal basis for the limitation – an agreement or law?
	there is only personal liability of the lawyer working on the case and of the partnership itself.
Greece	Not applicable
Hungary	The law prescribes no possibility for limiting liability
Iceland	
Ireland	The legal basis for limiting liability is agreement. This is provided by section 26A of the Solicitors (Amendment) act 1994 as inserted by section 44 of the Civil Law (Miscellaneous Provision) Act 2008.
Italy	Not applicable
Latvia	Not applicable
Lithuania	Not applicable
Lichtenstein	An agreement
Luxembourg	La loi ne connaît pas de limitation de responsabilité, mais il est (sous certaines réserves) possible de la limiter contractuellement (sur base des mécanismes de la responsabilité en général)
Malta	
Norway	The legal basis for limitation of liability is an agreement. It must be added that case law has deemed general limitation clauses not to be applicable when it comes to gross negligence. It must also be added that Norwegian statutory law has a general provision that agreements or clauses in agreements may be modified if it would be unreasonable or in breach of good business practice to plead them. Especially in relation to private clients one might assume that this statute may easily be applied, but we do not have much case law on this.
Poland	<u>Polish Bar Council:</u> In case of temporal limitation of Client's claims general rules (of Civil Code) shall be applied. <u>National Council of Legal Advisers:</u> Not Applicable
Portugal	Law
Romania	
Slovakia	Not applicable
Slovenia	Not applicable
Spain	
Sweden	An agreement between a lawyer and client
The Netherlands	An agreement. The By-law on professional liability 1991 provides that any arrangement between advocate and client with respect to limitation of professional liability shall be in writing;
United Kingdom	<u>Bar Council of England and Wales:</u> The basis for the limitation would be contractual agreement not law. It is less certain that a barrister who does not enter into a contractual arrangement with his clients but seeks to rely only on a notice would be able to restrict liability in tort by reason of that notice alone. <u>Law Society of England and Wales:</u> The legal basis for the limitation would be a term in the agreement between the lawyer and the client.

Member State	b. What is the legal basis for the limitation – an agreement or law?
	<p><u>Law Society of Scotland:</u> By contract between the solicitor and client or by becoming a limited liability partnership. However, in either case, it is not possible to reduce the liability to less than the level of insurance set down in the Solicitors (Scotland) Professional Indemnity Insurance Rules 2005. Solicitors are obliged by professional rules to provide a term of business letter to clients, setting out the details of the agreement between them. It would not be unusual for the issue of liability to be covered in that document. It is also possible for the client and solicitor to come to agreement about additional levels of insurance above the minimum required by the Law Society.</p> <p><u>Bar Council of Northern Ireland:</u> The basis for the limitation would be contractual agreement not law. It is less certain that a barrister who does not enter into a contractual arrangement with his clients but seeks to rely only on a notice would be able to restrict liability in tort by reason of that notice alone.</p>
Associate/Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	c. What are the effects for client compensation funds if a lawyer is in breach of these limits?
Austria	No effect, the fund covers damages caused by fraud.
Bulgaria	
Belgium	<p>Sans Objet</p> <p><u>Flemish Bar:</u> No compensation fund regarding liability coverage exists in Belgium. Claims will thus be addressed to the lawyers or his firm and/or his insurer.</p>
Cyprus	Not applicable
Czech Republic	Not applicable, such funds do not exist
Denmark	The fund is not engaged. The Danish Bar and Law Society masters a fund to ensure the possibility to receive damages for losses caused by a practising lawyer in circumstances where the insurance does not cover e.g. because the minimum cover is exceeded etc.
Estonia	Not applicable, such funds do not exist
Finland	The compensation fund is meant to compensate the

Member State	c. What are the effects for client compensation funds if a lawyer is in breach of these limits?
	breaches caused by an advocate by a criminal act and. the compensation fund is not relevant here.
France	Not applicable
Germany	Not applicable, such funds do not exist
Greece	Not applicable
Hungary	Not applicable, such funds do not exist
Iceland	
Ireland	This question does not apply in Ireland
Italy	Not applicable, such funds do not exist
Latvia	Not applicable
Lithuania	Not applicable, such funds do not exist
Lichtenstein	Not applicable, such funds do not exist
Luxembourg	Not applicable
Malta	
Norway	There is no client compensation fund, but a lawyer has to have a financial guarantee to be allowed to practice as a lawyer. It is assumed that contractual limitations between lawyer and client may be pleaded by the guarantor.
Poland	<u>Polish Bar Council:</u> There is not compensation fund as an institution. Breach of limitations might be covered by additional (optional), over compulsory, professional insurance, which the lawyer might take out. <u>National Council of Legal Advisers:</u> Not applicable, such funds do not exist.
Portugal	Not applicable, such funds do not exist.
Romania	
Slovakia	Not applicable, such funds do not exist.
Slovenia	Not applicable
Spain	
Sweden	Not applicable, such funds do not exist.
The Netherlands	No effect
United Kingdom	<u>Bar Council of England and Wales:</u> In so far as the Bar is concerned there is no compensation fund in the event of a client incurring damages in excess of the limitation. <u>Law Society of England and Wales:</u> No effect. The purpose of the Fund is to replace clients' money which was misappropriated by a solicitor or his/her employee in the course of the solicitor's practice where the loss cannot reasonably be recovered in some other way. <u>Law Society of Scotland:</u> No effect. The fund provides the cover for losses by the clients of Scottish lawyers in the case of dishonesty. If a claim against a solicitor for negligence exceeds the limit of indemnity under the current statutory insurance scheme a client may have a course either to a solicitor's original pop-up insurance with his firm or the personal assets of the solicitor. <u>Bar Council of Northern Ireland:</u> Not applicable, such funds do not exist.
Associate/Observer	
Croatia	

Member State	c. What are the effects for client compensation funds if a lawyer is in breach of these limits?
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	d. Are there formal requirements for the presentation of claims, e.g. limited periods for presenting the case?
Austria	No
Bulgaria	
Belgium	<p>Il n'y a pas d'exigences formelles pour introduire une réclamation. En cas de désaccord, une citation en justice s'impose. Le délai maximum est de 5 années après la clôture de l'intervention de l'avocat.</p> <p><i>Flemish Bar:</i> Article 2276bis, § 1 Civil Code states that a lawyer is relieved from his professional liability five years after having terminated his work in a specific matter. From a formal point of view, claims are presented by a writ that will be filed at the competent civil court. Mostly, parties have exchanged letters before the trial.</p>
Cyprus	Not applicable
Czech Republic	General time of expiration is being applied. This time of expiration in civil matters is objective three-year time of expiration and subjective two-year time of expiration; in case of commercial matters, there is four-year time of expiration. After expiration of time, a court disclaims a petition in case an <i>exceptio temporis</i> .
Denmark	As a main rule the prescription period is three years. Under certain circumstances this is prolonged to a period of 10 years total.
Estonia	No
Finland	General prescription period for presenting a claim according to the law of limitation of actions is 3 years.
France	Liability for lawyers can only be determined before the courts in the civil system, except the Commercial court. The rule of Procedure of the bar submits any plan of summons to the preliminary visa of the president of the French bar (which only concerns the format but not the legitimacy of the claim)
Germany	The general rules on limitation apply (§§ 194 ff BGB). The standard limitation period is three years. The standard limitation period begins upon the expiry of the year in which the claim has arisen, and the obligee becomes aware of the circumstances giving rise to the claim and of the identity of the obligor or ought to have become aware of those matters

Member State	d. Are there formal requirements for the presentation of claims, e.g. limited periods for presenting the case?
	but for his gross negligence.
Greece	There is a short prescription period of 6 months beginning with the fraudulent or gross negligent act or omission of the lawyer.
Hungary	Yes, the minimum cover extends to damages caused during a calendar year of insurance, occurred and also announced within 10 years from this date.
Iceland	
Ireland	The generally applicable statute of limitations is 6 years. There are no particular requirements or conditions to be drawn attention to. There is no maximum amount of compensation which may be sought.
Italy	Claims are to be presented within 10 years.
Latvia	Not prescribed by law
Lithuania	Applicable are the general terms for presenting a case.
Lichtenstein	Yes, time limits for representation of claims exist. The client has to raise his/her claim in court within three years from the date from which the client has knowledge of the damage and the damaging party, or of the act or omission that otherwise gives rise to a claim against the lawyer. If the client has not become aware of the damage or the damaging party, the claim has to be raised in court within thirty years from the act or omission that caused the damage or otherwise gives raise to the claim.
Luxembourg	Il n'y a pas d'exigences spécifiques pour le dépôt des réclamations envers les avocats si ce n'est la demande de visa du Bâtonnier avant de pouvoir (d'un point de vue déontologique pour l'avocat du demandeur) assigner un avocat en justice.
Malta	
Norway	There are no formal requirements for presentation of claims against lawyers.
Poland	<p><u>Polish Bar Council:</u> The issue shall be seen at least within two aspects: civil claims (at the Civil Court) and discipline responsibility of the barrister.</p> <ol style="list-style-type: none"> 1. In case of civil claims the general principles of Civil Code shall be applied. The limits of period to bring an action against the barrister are 10 year. Each action breaks the limitation and it starts to count from the beginning. 2. Disciplinary proceedings may not be filed if three years have elapsed from the moment the infringement was committed and in the circumstances described in art. 8 section 2 law on advocate's profession, this period shall be six months. <p>Nonetheless, if the infringement possesses the symptoms of criminal offence the limitation period for disciplinary proceedings cannot be shorter than that for the criminal action.</p>

Member State	d. Are there formal requirements for the presentation of claims, e.g. limited periods for presenting the case?
	<p>Every action of the prosecuting authorities breaks the limitation period for the disciplinary action.</p> <p>Disciplinary infringement cannot be penalized if five years have elapsed from the infringement and in the circumstances referred to in art. 8 section 2 of law on the Bar, this period shall be two years.</p> <p><i>National Council of Legal Advisers:</i> The claim shall be presented within three years from the time when an event took place.</p>
Portugal	It depends on the insurance policy terms.
Romania	
Slovakia	No/ To be completed
Slovenia	Not applicable
Spain	
Sweden	No
The Netherlands	Yes, such are subject to the insurance scheme. To be completed with examples.
United Kingdom	<p><u>Bar Council of England and Wales:</u> There are no formal requirements for the presentation of the claims beyond the basic rules of limitation in English law generally.</p> <p><u>Law Society of England and Wales:</u> There is a limitation period. The rules are set out in the Limitation Act 1980. In outline the claim must be issued at court within 6 years or (if later) within 3 years of discovery. This is subject to a long stop of 15 years after which no claim can be brought (save in some exceptional cases of children, trusts, fraud by the lawyer etc).</p> <p><u>Law Society of Scotland:</u> There are no formal requirements for the presentation of claims to the insurers however; a prescriptive period of 5 years from the "relevant point" operates for claims in court. The "relevant point" will depend on a number of factors.</p> <p><u>Bar Council of Northern Ireland:</u> There are no formal requirements for the presentation of the claims beyond the basic rules of limitation in English law generally.</p>
Associate/Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	e. Which traditions exist for lawyers limiting their liability by a contract?
Austria	No traditions
Bulgaria	
Belgium	<p>Sans Objet</p> <p><i>Flemish Bar:</i> Reference to the answer of Q. 5 Under Belgian law, through specific contractual clauses, parties may limit their liability. An exoneration clause is not against the principles of dignity and integrity of the lawyers' profession, but few bars have specified this possibility in their professional rules. * For example, <u>the Dutch speaking bar association of Brussels</u> allows its lawyers to limit their liability to an amount not lower than the amount covered by their professional insurance (Article 61 Deontological Code). Article 62 of these rules stipulate that the lawyer should inform the client in a decent way about the limitation of the liability at the time the client seeks his assistance in a specific matter. * The <u>bar association of Antwerp</u> ruled in a decision of 29th January 1996 that the liability of the lawyer may be restricted to the coverage of his professional indemnity insurance, insofar this amount is not lower than the maximum amount of the collective PI-insurance and that the lawyer does not excludes intentional faults. As a general legal principle the exoneration clause is only valid when it has been accepted by the client. 5.2. On the other hand, professional rules allow a lawyer to perform his profession through a private limited liability company. By doing so, possible claims should be addressed to the company and not to the lawyer in person.</p>
Cyprus	Not applicable
Czech Republic	There are no such traditions
Denmark	There are no such traditions except for reservations which lawyers make when informing client that the counselling does not include some assessments of certain aspects and thereby clarifying the scope of the counselling in practice.
Estonia	There is no possibility of limiting the liability.
Finland	An advocate may restrict his liability to his client up to no more than the amount of minimum sum insured set from time to time by the Delegation of the Finnish Bar Association provided that this is justifiable in the light of the nature of the assignment and other circumstances. A restriction of liability may not apply to relationships with consumers without particular reason.
France	Not applicable
Germany	Since 1994 the limitation of liability is codified. Beforehand, there was no prohibition.
Greece	Not applicable
Hungary	There is no possible to limit liability by a contract
Iceland	

Member State	e. Which traditions exist for lawyers limiting their liability by a contract?
Ireland	There are no traditions yet. The provisions of section 26A of the Solicitors (Amendment) Act 1994 have just recently come into force.
Italy	Not applicable
Latvia	The reglamentation of the liability may be included in teh agreement between the sworn advocate and the client, however, sworn advocates do not have to provide such information on their activities to teh Latvian Bar.
Lithuania	Usually contracts state that the advocate shall not be liable in the cases when client provides information that was not full/ erroneous/ misleading, etc.
Lichtenstein	Liability for professional negligence may be limited by amount and/or by scope by agreement between the contracting parties.
Luxembourg	La limitation de responsabilité que l'on voit le plus souvent consiste à dire que la limite est un multiple d'autant des honoraires mis en compte.
Malta	
Norway	<p>Usually it concerns financial limitation of possible liability. But there is no legal maximum amount for claims against lawyers. It is also usual to have disclaimers in connection with legal opinions etc. Many of our members are interested in a clarification of as to what extent financial limitation of liability is legally and ethically acceptable and the Bar Association will try to have an evaluation of this.</p> <p>An informal inquiry among some of the bigger firms shows that some limit the responsibility to the insurance coverage (which in the relevant cases exceeds the minimum legal requirement by far) and some limit the responsibility to a factor of the fees earned on the assignment.</p> <p>As far as I know we have had no court cases where a contractual limitation of responsibility has been pleaded.</p>
Poland	<i>Polish Bar Council and National Council of Legal Advisers:</i> There are no traditions in this regard.
Portugal	Occasionally, Portuguese largest law firms include liability limitation clauses on their Legal Services Proposals. Generally, these law firms limit their liability in case of <i>levis culpa</i> (ordinary negligence) to an amount related to the amount of the fees received.
Romania	
Slovakia	Not applicable
Slovenia	Not applicable
Spain	
Sweden	An optional liability limitation clause is included in the standard agreement form for lawyers' engagements provided by the Swedish Bar Association. Practice will differ widely depending on the nature of the engagement and the field of law concerned.
The Netherlands	In general the liability is limited to maximum amount that an insurance company covers.

Member State	e. Which traditions exist for lawyers limiting their liability by a contract?
United Kingdom	<p><u>Bar Council of England and Wales:</u> In practice, currently barristers do not in general limit their liability but the term "tradition" is probably not appropriate.</p> <p><u>Law Society of England and Wales:</u> Historically lawyers did not limit their liability by contract. However, the extent to which they seek to do so has risen rapidly. In the last 10 years the proportion of lawyers (according to one survey) who limited their liability had grown from 20% to 90%. Many lawyers seek to limit their liability by reference to the extent of their insurance cover.</p> <p><u>Law Society of Scotland:</u> Solicitors are obliged by professional rules to provide terms of business letter to clients, setting out the details of the agreement between them. It would not be unusual for the issue of liability to be covered in that document. It is also possible for the client and solicitor to come to agreement about additional levels of insurance above the minimum required by the Law Society.</p> <p><u>Bar Council of Northern Ireland:</u> In practice, currently barristers do not in general limit their liability but the term "tradition" is probably not appropriate.</p>
Associate/Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	6. Do limits for the presentation of claims or the amount of compensations exist in your country?
Austria	No, but a limitation below the minimum of € 400.000,-- is not possible by law
Bulgaria	
Belgium	<p>Limite dans le temps: 5 années (voir ci-devant); Il n'y a pas eu limite de montant.</p> <p><u>Flemish Bar:</u> No</p>
Cyprus	There is a limitation period which for most matters is 6 years for presenting such claims. The matter is dealt with by the limitation of actions Law Chapter 15.
Czech Republic	There are no such limits
Denmark	There are no such limits

Member State	6. Do limits for the presentation of claims or the amount of compensations exist in your country?
Estonia	No, there is only the minimum amount of insurance coverage for one insured event (not less than 1 million kroons).
Finland	There are no such limits
France	The courts have to take into account loss of chance that may have been caused by the lawyer's tort or negligence, the Court of Cassation considers that in these conditions the compensation cannot be exactly equivalent to the lost advantage.
Germany	There are no such limits
Greece	There are no such limits
Hungary	The minimum cover extends to damages caused during a calendar year of insurance, occurred and also announced within 10 years from this date. The current minimum coverage amount is 5.000.000 forints (about 19.000 €) for each damage and 10.000.000 forint (about 38.000 €) in one calendar year.
Iceland	
Ireland	There is no limit with regard to professional indemnity insurance cover. There is a limit of €700,000 per claim with regard to the claims made on the Compensation Fund.
Italy	Yes, 10 years limited period for presenting claims.
Latvia	Not prescribed by law
Lithuania	There are no limits for pecuniary damages; however non-pecuniary damages are limited by law to certain specific cases.
Lichtenstein	First, the amount of compensation for professional negligence may be limited to the level of insurance required by Art. 25 RAG, i.e. to CHF 1m for any one claim. Second, liability may be limited to grossly negligent (reckless) and fraudulent or dishonest acts or omissions by the lawyer. If the client is a consumer as defined in the Consumer Protection Act, liability for professional negligence may only be limited to the insured amount of CHF 1m if the damage was caused by an act or omission of minor negligence. Any further limitation on professional liability is unlawful and therefore unenforceable. There exist no limits for the amount of compensation by law.
Luxembourg	Le Luxembourg n'a pas de telles limites si ce n'est la prescription de droit commun (à noter toutefois que l'on discute actuellement de voir limiter le délai de prescription en matière de responsabilité vis-à-vis des avocats).
Malta	
Norway	There are general statutory rules on limitation periods for claims which also apply to claims against lawyers and which may be complicated when it comes to professional liability cases. The complication that I referred to is the question of whether claims against lawyers are regulated by the rules for limitation periods applying to contractual liability or for torts. The limitation period is 3 years in both cases; but the choice has consequences for when the limitation period starts. The

Member State	6. Do limits for the presentation of claims or the amount of compensations exist in your country?
	first problem is that the Supreme Court has not been consistent in its application and has applied both rules in similar cases. It seems now however that the "rule" now is that it is the limitations period regulation for contractual liability that is applied. The second problem is that there is still considerable uncertainty as to how this rule should be interpreted when it comes to negligence in a legal assignment.
Poland	<u>Polish Bar Council:</u> There are no limits in this regard. <u>National Council of Legal Advisers:</u> There are no limits for presentation of claims; the maximum amount of compensation is € 90 000.
Portugal	Formal requirements for the presentation of claims to the insurer may vary according to the terms of the insurance policy. However, please note that prescriptive periods established in the Civil Code operate for claims in court. There is no maximum amount of compensation unless the lawyer has limited liability according to the mentioned possibilities.
Romania	
Slovakia	There are no such limits
Slovenia	Not applicable
Spain	
Sweden	There are no such limits
The Netherlands	There are no such limits
United Kingdom	<u>Bar Council of England and Wales:</u> There are no particular regulations regarding the presentations of claims of professional indemnity insurance. Currently there is no limit to the amount of compensation which a claimant can in theory receive. <u>Law Society of England and Wales:</u> There is no limit on the amount which may be claimed. Accordingly most firms, except the smallest, have insurance cover substantially greater than the minimum compulsory level of £2 million (€3 million). The largest firms have insurance cover of more than £100 million (€150 million) per claim. <u>Law Society of Scotland:</u> There is a minimum insurance level required by the Law Society and it is possible for the client and solicitor to come to agreement about additional levels of insurance above the minimum required per claim. <u>Bar Council of Northern Ireland;</u> <u>Reference to the</u> response of the Bar of England and Wales: There are no particular regulations regarding the presentations of claims of professional indemnity insurance. Currently there is no limit to the amount of compensation which a claimant can in theory receive.
Associates/Observer Countries	
Croatia	

Member State	6. Do limits for the presentation of claims or the amount of compensations exist in your country?
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	7. Please name the contact person for questions on liability law for lawyers within your delegation.
Austria	Vice-President Dr. Gerhard Horak Prof. Dr. Wolfgang Völkl, Nußdorferstraße 10-12, 1090 Wien
Bulgaria	
Belgium	<i>Flemish Bar :</i> Philippe De Jaegere, member of the board of directors of the Orde van Vlaamse Balies, member of the Belgian delegation in the CCBE.
Cyprus	KOULIA D. VAKIS 11 FLORINIS STR. 1065 NICOSIA CYPRUS Tel. +35722873300, Fax. +35722873013 e-mail: cybar@cytanet.com.cy
Czech Republic	dr Małgorzata Kożuch [malgorzata.kozuch@adwokatura.pl] JUDr. Markéta Králová, CCBE Information Officer for the Czech Republic
Denmark	Mr. Rasmus Møller Madsen, Head of department, Attorney-at-law LL.M. The Danish Bar and Law Society Kronprinsessegade 28, DK-1306 Copenhagen. Phone: (+45) 33 96 97 98 Email: rmm@advocom.dk Sussie Sandra Suhr Attorney-at-law The Danish Bar and Law Society Kronprinsessegade 28, DK-1306 Copenhagen. Phone: (+45) 33 96 97 98 Email: sss@advokatsamfundet.dk
Estonia	Marti Hääl (marti.haal@lmh.ee).
Finland	Markku Ylönen (markku.ylonen@asianajaliitto.fi)

Member State	7. Please name the contact person for questions on liability law for lawyers within your delegation.
France	Bruno RICHARD - AMCO <i>Directeur du Bureau des Assurances</i> <i>Tél. 01.44.88.59.82.</i> <i>Fax. 01.44.88.59.98.</i> <i>Mail : brichard@avocatparis.org</i>
Germany	Mila Otto Bundesrechtsanwaltskammer (BRAK) mila.otto@brak.be Herr Dr. Rembert Brieske Parkstrasse 95, D-28209 Bremen
Greece	Ioannis Charaktiniotis
Hungary	<i>Borbála Szabó, Information Officer</i>
Iceland	
Ireland	John Elliot
Italy	Alessia Sialino
Latvia	Elina Kaminska Latvian Council of Sworn advocates
Lithuania	Rytis Jokubauskas, information officer. Lithuanian Bar Tilto 17 / Radvilu 4 Vilnius LT-01101 Lithuania Tel.: +370-5-262 4546 Fax.: +370-5-212 1859 rytis.jokubauskas@advoco.lt
Lichtenstein	Dr Robert Schneider Head of Liechtenstein Delegation to CCBEMarxer & Partner Rechtsanwälte Heiligkreuz 6 9490 Vaduz, Liechtenstein Tel. +423 235 81 81 Fax +423 235 82 82 mailto:Robert.Schneider@marxerpartner.com www.marxerpartner.com
Luxembourg	SCHILTZ & SCHILTZ, Franz SCHILTZ 2, rue du Fort Rheinsheim, L-2419 LUXEMBOURG Tél. : (352) 45 64 80, Fax : (352) 45 64 44 franz.schiltz@schiltz.lu
Malta	
Norway	Elisabeth Wille
Poland	<i>Polish Bar Council:</i> Malgorzata Kozuch Member of the Polish Bar council. E-mail: malgorzata.kozuch@adwokatura.pl , phone: 0048 502 210 987
Portugal	Mr. José de Freitas Av. da Boavista, 3265, 7.º, 4100-137 Porto Portugal Tel.: +351 22 616 6920
Romania	
Slovakia	Ms. Darina Michalková
Slovenia	
Spain	
Sweden	Mr. Johan Sangborn, Deputy General Counsel, Swedish Bar

Member State	7. Please name the contact person for questions on liability law for lawyers within your delegation.
	Association
The Netherlands	Mr. Daan de Snoo
United Kingdom	<p><u>Bar Council of England and Wales:</u> David Simpson/Hugh Wodehouse. Tel: 0044-207 283 46 46, email: Hugh.Wodehouse@buildinglifeplans.com</p> <p><u>Law Society of England and Wales:</u> The contact person for questions on liability law within the Law Society of England and Wales delegation is Andrew Long</p> <p><u>Law Society of Scotland:</u> For solicitors in Scotland, David Cullen (davidcullen@lawscot.org.uk)</p> <p><u>Bar Council of Northern Ireland:</u> Brendan Garland Chief Executive 00442890562349</p>
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

II. PI insurance schemes

Member State	1. Is the PI insurance scheme in your country voluntary or obligatory? If the PI insurance scheme is compulsory, what is the minimum coverage?
Austria	Obligatory with minimum coverage for a single lawyer €400,000 and for limited companies €2,400,000.
Bulgaria	
Belgium	<p>Obligatory La couverture minimale est de 1.250.000 Euros à titre individuel, Chaque avocat peut souscrire une couverture personnelle pour un montant supérieur.</p> <p><i>Flemish Bar:</i> Obligatory. The obligatory PI insurance policy (first rank) applies to all lawyers.</p> <ul style="list-style-type: none"> ➤ Contractual liability: the maximum coverage is 1.250.000 EUR per loss (with a retainer of 20 %, a dispensation of minimum 250 EUR and maximum 1.250 EUR). ➤ Tort liability: <ul style="list-style-type: none"> 1. physical damage 6.200.000 EUR;

Member State	1. Is the PI insurance scheme in your country voluntary or obligatory? If the PI insurance scheme is compulsory, what is the minimum coverage?
	<p>2. material or immaterial damage 620.000 EUR.</p> <p>The Orde van Vlaamse Balies has also concluded a collective PI insurance policy (second rank), to which lawyers who wish to do so, can adhere.</p> <p>The maximum coverage is 2.500.000 EUR per loss.</p> <p>Moreover, every lawyer and law firm can on top insure his professional liability by concluding a contract on individual basis for higher amounts.</p>
Cyprus	At present there is no obligation for PI Insurance. However Cyprus Bar Association is now promoting an amendment to the Advocates law for making the PI Insurance Compulsory (2009).
Czech Republic	<p>PI insurance scheme is obligatory.</p> <p>The minimum coverage is 1,000,000 CZK in case of a sole lawyer and multiplied in case of company in accordance with number of associated lawyers.</p> <p>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; the minimum amount of an insurance claim payment must be 50,000,000 CZK for each member of the limited liability company, or at least 10,000,000 CZK for each limited partner of the limited partnership company.</p>
Denmark	The PI is obligatory with a minimum cover of DKK 2.500.000 as from 2007. The minimum cover is regulated once every year.
Estonia	<p>The law obliges to enter into the insurance contract, but the schemes are provided by the insurance companies. The law gives some obligatory conditions as follows: 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 advocate, regardless of the place of provision of legal services. Liability for intentional breach of official duties need not be insured.</p> <p>The PI insurance scheme in Estonia is obligatory. The law obliges to enter into the insurance contract. The law gives also some obligatory conditions mentioned above (I 3). The minimum amount of insurance coverage for one insured event shall be not less than one million kroons (about 64 000 EUR).</p>
Finland	<p>Obligatory</p> <p>The sum insured for each occurrence of damage shall be at least €168 187 and the deductible for compensation payable shall not exceed 2% of the sum insured.</p>
France	Obligatory

Commentaire [r1]: Contradiction in the original answer, but the answer to Q I 1 states obligatory insurance, so it must be a technical mistake here and we can take the scheme as obligatory one

Member State	1. Is the PI insurance scheme in your country voluntary or obligatory? If the PI insurance scheme is compulsory, what is the minimum coverage?
	The professional civil liability insurance is set to a limit of € 3.850.000 per loss and per lawyer. The excess remaining in charge of the lawyer is of 10% of the total amount of compensation, with a <u>legal</u> limit of € 3049.
Germany	Obligatory. The minimum coverage is €250.000 for each case of loss (§ 51 BRAO). For Rechtsanwaltsgesellschaften (limited liability companies whose objects include legal advice and representation in legal matters), the minimum coverage is €2.500.000 (§ 51j BRAO).
Greece	There is no PI insurance scheme in Greece. Lawyers may enter into private insurance contracts voluntarily. Piraeus Bar Association has negotiated an insurance scheme for its members, which is in force and it can cover also members of other Greek Bars. The scheme is voluntary.
Hungary	PI insurance is obligatory in Hungary; the current minimum amount is 5.000.000 forints (about 19.000 €) for each damage and 10.000.000 forint (about 38.000 €) in one calendar year.
Iceland	
Ireland	Professional indemnity insurance cover is obligatory for solicitors in private practice. Solicitors employed by the corporate sector providing legal advice to their employers only are not obliged to have their own professional indemnity insurance cover in place. Solicitors in the full-time service of the State are also exempt from having to have cover in place.
Italy	Voluntary
Latvia	Voluntary
Lithuania	PI insurance scheme is obligatory in Lithuania. The minimum coverage is LTL 100,000.00 (appr. €30,000)
Lichtenstein	The PI insurance scheme is compulsory. In order to be admitted to the Liechtenstein Bar Association, lawyers are required to demonstrate that they have taken out professional indemnity insurance in accordance with Art. 25 RAG. The minimum insurance coverage for any one claim is CHF 1m. The lawyer is required to maintain PI insurance coverage at this level throughout his/her career as a self-employed lawyer.
Luxembourg	L'assurance professionnelle est obligatoire via le Barreau, la couverture minimum étant de €1.250.000,- (avec faculté pour les avocats de souscrire des garanties complémentaires sur une base volontaire avec le même assureur).
Malta	
Norway	The minimum financial guarantee is required by law for permission to practice. This guarantee is backed up compulsory by insurance. The minimum coverage is NOK 5 mill (ca €600.000) per year and NOK 2 mill (ca €240.000) per claim.
Poland	<u>Polish Bar Council:</u> Obligatory For the year 2009 – the guaranteed amount as referred to

Member State	1. Is the PI insurance scheme in your country voluntary or obligatory? If the PI insurance scheme is compulsory, what is the minimum coverage?
	<p>advocates is 404,890.00 pln (around 100.000 euro) Possibility for taking out additional optional PI insurance. <i>National Council of Legal Advisers:</i> Obligatory To be completed</p>
Portugal	<p>PI insurance schemes are obligatory for both individual lawyers and law firms.</p> <p>Individual lawyers: According to article nr. 99 of the “Statute of the Bar Association” (‘Estatuto da Ordem dos Advogados’) the Bar Association grants to each lawyer duly registered with the Bar a minimum coverage of € 50.000,00 through a collective P.I. scheme (currently the coverage granted by the Bar Association increased to €150.000,00 per lawyer). However, in pursuant to the same article, lawyers who want to benefit from limited liability are obliged to purchase and maintain a PI Insurance with a coverage of €250.000,000. For this purpose, these lawyers may purchase an additional coverage of €100.000,00 to the insurance company in charge of the collective scheme provided by the Bar.</p> <p>Law Firms: Pursuant to article nr. 37 of the Decree-Law nr. 229/2004, 10th December (Legal Regulation on Portuguese Law Firms’), limited liability law firms (‘RL’) must take out and maintain a PI insurance. Mandatory coverage depends on the amount billed by the company in the previous year and cannot be inferior to €50.000,00. In order to benefit from limited liability, law firms must take out and maintain a PI Insurance with a minimum coverage of 50% of the amounts billed by the company in the previous year. In case this insurance agreement is not executed, law firms will be considered as unlimited liability firms.</p>
Romania	
Slovakia	Compulsory, The minimum insurance sum is 3 million SKK.
Slovenia	Obligatory Lawyers’ professional liability insurance with the minimum insured sum of €250.000 and law firms €1,000,000 for each contingency (2009).
Spain	
Sweden	Compulsory. The minimum coverage for pure economic loss caused by error or neglect is SEK3,000,000 (€331,000). The minimum coverage for damages caused by crime against property is SEK10,000,000 (€1,100,000).
The Netherlands	Compulsory. The minimum coverage for each advocate or for each group practice is € 453.780,00 per event (used to be 1.000.000 Dutch guilders) amounting to an aggregate of at least twice this amount for each insurance year (€ 907.560,00). The excess may not be more than € 11,345 for any event for

Member State	1. Is the PI insurance scheme in your country voluntary or obligatory? If the PI insurance scheme is compulsory, what is the minimum coverage?
	each advocate or a group practice of two advocates. In case of taking out insurance in the name of group practice of more than 2 advocates, the excess may not be more than € 4,538 times the number of advocates covered by the insurance policy, with a maximum of € 90,756
United Kingdom	<p><u>Bar Council of England and Wales:</u> Insurance with the Bar Mutual Indemnity Fund's (BMIF) is compulsory. The minimum coverage is £500,000. Unusually for a PI policy there is no excess or deductible under the policy, with the exception of claims for wasted costs where the deductible is currently £250.</p> <p><u>Law Society of England and Wales:</u> The scheme is obligatory. 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.</p> <p><u>Law Society of Scotland:</u> It is obligatory for solicitors in private practice to obtain insurance through the Master Policy scheme. The minimum cover is £2 million per claim with effect from 1 November 2008.</p> <p><u>Bar Council of Northern Ireland:</u> Insurance cover under the Northern Ireland Scheme is obligatory. Minimum cover is £250,000 for Junior Counsel and £500,000 for Senior Counsel.</p>
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	2. Does your country have a collective or an individual PI insurance scheme for lawyers?
Austria	It is a mixed system. There exist basic contracts purchased by single lawyers and the extension, which is managed by the regional bars (but to be paid by the individual lawyer).
Bulgaria	
Belgium	Collective L'assurance est souscrite par l'organisation représentative (O.V.B. - O.B.F.G.) pour compte des Barreaux et des avocats

Member State	2. Does your country have a collective or an individual PI insurance scheme for lawyers?
	inscrits aux ordres de ceux-ci. <i>Flemish Bar:</i> Obligatory individual and voluntary collective
Cyprus	At present nothing. In view of the proposed amendment of the Advocates Law as above Cyprus Bar Association is promoting the establishment of a collective PI Insurance Scheme.
Czech Republic	There is a collective as well as an individual PI insurance scheme for lawyers in the Czech Republic.
Denmark	Individual
Estonia	Individual. The management of a law office is required to enter into a professional liability insurance contract. The contract covers the law office and all its employees.
Finland	Individual
France	It depends on the bars. It is provided that these insurances can be subscribed either on an individual basis or by a bar on a collective basis on behalf of its members. In PARIS, the professional civil liability insurance contract is subscribed by the bar.
Germany	Individual
Greece	There are insurance companies which cover that risk. Piraeus Bar Association has in place a cover with
Hungary	Individual; A lawyer arranges for his own insurance.
Iceland	
Ireland	Formerly the obligation to take out professional indemnity insurance applied individually to each solicitor. Since 2008 the obligation has applied to firms of solicitors. (In Ireland we operate on a "freedom of choice" basis. There is no master policy).
Italy	Both
Latvia	Individual
Lithuania	Individual
Lichtenstein	There is no collective PI insurance scheme for lawyers in Liechtenstein. Each lawyer or law firm has to take out its own professional indemnity insurance with a private insurance company.
Luxembourg	Il s'agit d'un programme collectif géré par le Barreau en ce sens que c'est le Barreau qui souscrit auprès d'une compagnie d'assurances une police d'assurance globale pour l'ensemble des avocats inscrits.
Malta	
Norway	Individual guarantee/PI insurance. In addition the Bar Association negotiates a collective guarantee and insurance available to all members. The guarantee is at the minimum level required by law for each individual lawyer (NOK 5 mill and NOK 8 mill for lawyers who have associate lawyers working for them). The accompanying insurance must at least be equivalent to the guarantee, but

Member State	2. Does your country have a collective or an individual PI insurance scheme for lawyers?
	the individual lawyer may choose up to NOK 20 mill. within the collective scheme. For small firms - up to 15 lawyers - an alternative to individual increase is to have a common excess (above 5 or 8 mill each) of NOK 15 mill.
Poland	<u>Polish Bar Council:</u> The National Bar Association in the name of individual advocates, negotiates and signs the terms and conditions of obligatory legal insurance with the insurance companies. Individual lawyer are free to buy additional insurances. The firms are free to buy additional insurances for its lawyers as individual or for the company as the independent entity. As the tradition, for obligatory civil liability insurance, the collective arrangement is applied. For additional insurance both collective and individual arrangements are possible. The minimum amount of insurance required to be carried per lawyer is 50.000 euro <u>National Council of Legal Advisers:</u> Collective PI insurance scheme; Legal advisers however may conclude individual insurance agreements above the minimum cover (over €90 000).
Portugal	PI insurance may be purchased individually or collectively.
Romania	
Slovakia	Collective
Slovenia	The Bar Association of Slovenia insures a lawyer against liability for damages that the client might incur with reference to the legal practice. The insurance must cover the damage caused by serious negligence, mistake or suspension of professional obligations of the insured person and the persons employed to pursue his activities. The insurance must be taken out for the minimum period of 12 months and renewed during the entire period of operation of the law office, when the lawyer is insured individually. When the Bar insures him/her then the insurance must cover the damage caused by serious negligence, mistake or suspension of professional obligations of the insured person and the persons employed to pursue his activities
Spain	
Sweden	Collective
The Netherlands	Collective PI Insurance scheme, developed by the Bar, which is non-compulsory and lawyers can opt-out for an individual PI insurance scheme. Insurance can be taken out either be an advocate or in the name of group practice of two advocates or of group practice of more than 2 advocates.
United Kingdom	<u>Bar Council of England and Wales:</u> Individual To be completed
	<u>Law Society of England and Wales:</u> Individual
	<u>Law Society of Scotland:</u> Solicitors in Scotland operate under a collective scheme, known as the Master Policy.

Member State	2. Does your country have a collective or an individual PI insurance scheme for lawyers?
	Bar Council of Northern Ireland: The Scheme is a collective Scheme.
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	3. Please give a short description of it.
Austria	The group insurance is managed by the regional Austrian bars. There are no listed or pre-agreed rates used to calculate the premium, neither there are minimum or maximum premiums or deductibles/retentions imposed. There are different insurers in Austria. Individual lawyers are insured for the minimum coverage individually. Terms of protection have to be agreed by the local bar. The coverage is on a failure committed basis. This is general protection within contracted amount.
Bulgaria	
Belgium	L'assurance est souscrite par l'organisation représentative (O.V.B. - O.B.F.G.) pour compte des Barreaux et des avocats inscrits aux ordres de ceux-ci. La couverture minimale est de 1.250.000 Euros à titre individuel, Chaque avocat peut souscrire une couverture personnelle pour un montant supérieur. <i>Flemish Bar :</i> Every lawyer is insured for his professional liability through his membership at the bar. The Orde van Vlaamse Balies has concluded a collective PI insurance policy (first rank), which insures all lawyers – member of a Flemish local bar association for their professional liability. The individual lawyer does not have to adhere to this policy: he is insured automatically through the payment of his bar contribution. The obligatory PI insurance policy (first rank) applies to all lawyers (contractual and tort liability). The Orde van Vlaamse Balies has also concluded a collective PI insurance policy (second rank), to which lawyers who wish to do so, can adhere. Moreover, every lawyer and law firm can insure its

Member State	3. Please give a short description of it.
	professional liability by concluding a contract on individual basis for higher amounts.
Cyprus	It is not provided for obligatory PI insurance. A new law is expected to be passed which is to introduce obligatory collective PI insurance.
Czech Republic	<p>PI insurance scheme is obligatory. The minimum coverage is 1,000,000 CZK in case of a sole lawyer and multiplied in case of a company in accordance with number of associated lawyers. The Czech Bar Association makes an insurance of lawyers at the concrete insurance company up to a basic amount as it is stipulated by the Act on the Legal Profession – that is 1.000.000,- CZK. Above the basic amount, lawyers make insurance individually.</p> <p>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; the minimum amount of an insurance claim payment must be 50,000,000 CZK for each member of the limited liability company, or at least 10,000,000 CZK for each limited partner of the limited partnership company.</p> <p>A sole lawyer shall be responsible to his client for any damage the lawyer has caused in relation to his practising the legal profession in a whole extent.</p> <p>Where a lawyer practices law in a Consortium, lawyers practicing law in that Consortium shall be responsible jointly and severally together with a lawyer who caused clients damage.</p>
Denmark	<p>All practising lawyers are obliged to take out an insurance on terms approved by the Bar and Law Society. The insurance must have a minimum cover of DKK 2,5 million (as from 2007, regulated once every year) and must cover liability caused by both ordinary and gross negligence. Moreover, all lawyers must issue a guaranty with a minimum cover of DKK 5 million. The insurance cannot be terminated without prior notice to The Bar and Law Society who may decide to keep the insurance running for up to one year with the purpose to ensure cover of liabilities.</p> <p>There is no listed or pre-agreed terms used to calculate premium, neither there are minimum or maximum premiums or deductibles/retentions imposed.</p> <p>It seems most correct to define our scheme as an acts occurring policy.</p> <p>The lawyer/firm is permitted to purchase the insurance from any insurer providing the terms are approved by the Bar and Law Society</p>
Estonia	<p>Several insurance companies offer scheme of general conditions for professional liability insurance.</p> <p>The insured event involves direct pecuniary loss caused in connection with the provision of legal services by the</p>

Member State	3. Please give a short description of it.
	<p>management of the law office or an advocate, regardless the place of provision of legal services. Liability for intentional breach of duties need not be insured.</p> <p>According to the current insurance scheme every management of a law office has the possibility to choose appropriate insurer with whom to enter into a professional liability insurance contract.</p> <p>Estonian Bar Association is looking for possibilities to take out insurance for all our members and find the appropriate insurer.</p>
Finland	<p>Regulations concerning general liability insurance for advocates are as follows:</p> <p>Section 1: Advocates shall take out general liability insurance to cover financial loss to another party in accordance with the general terms and conditions applicable to general liability insurance in advocacy.</p> <p>If advocacy is practised in company form, the insurance may be taken out by the company.</p> <p>An assistant at law offices is not personally obliged to take out general liability insurance.</p> <p>Advocates who are public legal aid attorneys are not obliged in their primary occupation personally to take out general liability insurance. However, they are obliged to take out general liability insurance against damages that may arise when they practise advocacy as a secondary occupation.</p> <p>Section 2: General liability insurance shall cover all acts of advocacy.</p> <p>However, the general liability insurance policy may be restricted not to apply to damages caused by the insured party</p> <ul style="list-style-type: none"> • in financial planning relating to corporate business management or in decision-making in the capacity of company director; • in undertaking financial transactions as a receiver in bankruptcy when the creditors' meeting has decided to carry on business on behalf of the estate; or • in the capacity of administrator as referred to in the Act on Corporate Restructuring or administrator or executor as referred to in legislation pertaining to insurance activities or banking. <p>It is recommended that separate general liability insurance be taken out to cover damages arising from the above duties.</p> <p>Section 3: The sum insured for each occurrence of damage shall be at least FIM 1,000,000 (166 000 euro) and the deductible for compensation payable shall not exceed two (2) per cent of the sum insured.</p> <p>Section 4: A new advocate shall take out insurance</p>

Member State	3. Please give a short description of it.
	<p>immediately, however not later than within one (1) month of being accepted as a member of the Finnish Bar Association.</p> <p>Section 5: The insurance company shall notify the Finnish Bar Association of the expiry of an advocate's financial loss cover. The Finnish Bar Association shall be given an opportunity to maintain an advocate's financial loss cover.</p> <p>Section 6: An advocate may restrict his liability to his client up to no more than the amount of minimum sum insured set from time to time by the Delegation of the Finnish Bar Association provided this is justifiable in light of the nature of the assignment and other circumstances. A restriction of liability may not apply to relationships with consumers without particular reason. (11 January 2001)</p> <p>Section 7: The Board of the Finnish Bar Association may decide on the minimum requirements of an advocate's financial loss cover in accordance with these regulations. (11 January 2001)</p> <p>In addition, both occurring/committed bases exist, an advocate may choose which kind insurance to take out.</p>
France	<p>La loi du 31 décembre 1971 modifiée fait obligation à l'avocat d'être couvert par une assurance de responsabilité civile professionnelle d'une part, et d'autre part d'une assurance de représentation des fonds.</p> <p>Les modalités de ces assurances obligatoires sont précisées par le décret d'application du 27 novembre 1991.</p> <p>Il est prévu que ces assurances peuvent être souscrite à titre individuelle ou par le Barreau à titre collectif pour le compte de ses membres. A PARIS, le contrat d'assurance de responsabilité civile professionnelle est souscrit par le Barreau.</p> <p>L'assurance RCP est prévue pour un plafond, par sinistre et par avocat, de 3 850 000 €.</p> <p>La franchise restant à la charge de l'avocat est de 10 % du montant des indemnités, avec un plafond légal de 3049 €.</p>
Germany	<p>Each individual lawyer must obtain PI insurance cover for a minimum level (The minimum coverage is € 250.000 for each case of loss (§ 51 BRAO). For Rechtsanwaltsgesellschaften (limited liability companies whose objects include legal advice and representation in legal matters), the minimum coverage is €2.500.000 (§ 51j BRAO). The lawyer is admitted to the bar only if he proves having PI insurance. The bar has to revoke the admission if the PI insurance contract is terminated. There is a special protection of the injured party: payments from the PI insurance contract are only distributed to the injured party directly. Additionally, within the insurance conditions insurance cover is provided for certain cases of negligent mistakes with the use of money.</p>
Greece	<p>The insurance is voluntary and can be taken out individually. Please see attached a summary of the Piraeus Bar</p>

Member State	3. Please give a short description of it.
	Association scheme.
Hungary	PI insurance scheme is run by a not for profit organisation founded by the Hungarian Bar Association exclusively for this aim, it is called "Insurance and Support Association of Hungarian Lawyers" ('MUBSE'). This organisation provides for the PI of about 98% of Hungarian lawyers, whereas it is still possible to take out insurance by any other insurance company if the minimum requirements are respected and the policy is equal or more beneficent for the client than the conditions at MUBSE.
Iceland	
Ireland	<p>Each individual solicitor must obtain professional indemnity insurance cover for a minimum level of €2.5 million each and every claim.</p> <p>Cover is provided on a claims-made basis.</p> <p>Cover is provided by qualified insurers (insurers who have signed an agreement confirming that they will participate in the Assigned Risks Pool), therefore there is a choice of insurers available.</p> <p>There have been some new developments to report these and are as follows. A new scheme of professional indemnity insurance has been introduced to cover the gaps in the previous system. In effect there now is a fail-safe default cover provided to a significant extent by all the qualified insurers through the Assigned Risks Pool.</p>
Italy	<p>Generally, it's a claims made scheme; we have also some "loss occurrence" policies, but the majority are of the former type.</p> <p>The national Bar gives a proposal on its web site where one can find a form with Generali Assurance</p>
Latvia	In compliance with the limited statutory provisions in this regard, the possible risk of losses resulting from the professional activity of sworn advocates and assistants of sworn advocates may be insured. There is a duty imposed on the sworn advocates to inform the client if he or she is not insured.
Lithuania	Each advocate concludes insurance contract with private insurance company regarding PI insurance. The insurance provided is in fact general civil liability insurance.
Lichtenstein	In order to be admitted to the Liechtenstein Bar Association, lawyers are required to demonstrate that they have taken out professional indemnity insurance in accordance with Art. 25 RAG. Each lawyer or law firm has to take out its own professional indemnity insurance with a private insurance company. The lawyer is required to maintain PI insurance coverage at this level throughout his/her career as a self-employed lawyer.
Luxembourg	<p>Reference to the answer of Q. 2</p> <p>Il s'agit d'un programme collectif géré par le Barreau en ce sens que c'est le Barreau qui souscrit auprès d'une</p>

Member State	3. Please give a short description of it.
	compagnie d'assurances une police d'assurance globale pour l'ensemble des avocats inscrits.
Malta	
Norway	<p>The Supervisory Council for Legal Practice is the authority to issue permission to practice as an attorney. Before this permission is granted, the lawyer must document that he has the required guarantee/insurance from an acceptable guarantor.</p> <p>The guarantee covers 3rd party loss caused by the lawyer's negligence or purpose in the execution of his work as a lawyer. The guarantor requires that the guarantee is backed by PI insurance so that recourse for payments is not dependent on the lawyer's financial status. In practice the claims are handled by the PI insurance company and settlements paid by them, except in cases of fraud/purpose which the insurance does not cover. In such cases payment is made by the guarantor who has to seek redress from the lawyer's private means.</p> <p>The collective insurance is presently with AIG Europe SA. The coverage is on claims made basis. It covers unlimited run off coverage without extra premiums.</p> <p>As new information I may add that for 2009 the Bar Association has been able to negotiate an outside director's indemnity insurance which is available to all members who are board members of external companies. The insurance can cover up to 50 directorships, at a very reasonable price (NOK 3.700 - ca 435 Euro - for up to 10 directorships). No specific information is needed except the number of directorships. There are few exemptions'; the most important being directorships in listed companies or financial institutions, or companies located in the US or Canada.</p> <p>I may also add that the Bar Association as from 2009 has negotiated indemnity insurance for administrators of bankruptcy estates who almost always are lawyers.</p>
Poland	<p><u>Polish Bar Council:</u> Collective obligatory insurance: Arranged and managed by the Bar Council; It approves the conditions after possible remarks of the barristers; each year terms and conditions are negotiated with insurance companies; The minimum or maximum premiums or deductibles / retentions depend on negotiation between Bar Council and the Insurance Company. For the year 2009 the premium is 780 pln per each barrister (advocate), and should be paid by 4 (quarterly) installments. The present Insurance Company is HDI Gerling Polska Towarzystwo Ubezpieczeń S.A. (01-209 Warsaw, Hrubieszowska str 2). Insurer is an independent commercial insurance company. In case of polish barrister, as the principle, the policy of acts occurring/ committed is applied. The protection is: obligatory civil liability insurance (the insurance company up to the guaranteed amount of insurance, the advocate up the real damage), disciplinary responsibility of the barrister.</p> <p>The individual lawyer can buy only the additional, not the</p>

Member State	3. Please give a short description of it.
	<p>compulsory insurance.</p> <p><u>National Council of Legal Advisers:</u> The National Council of Legal Advisers concludes an insurance agreement with an insurance company (a general agreement). The general agreement is carried out by the Councils of Regional Chambers of Legal Advisers, which, on a quarterly basis, pay insurance fees to the insurance company regardless of whether an individual legal adviser has paid his or her insurance fee to the Council of the Regional Chamber of Legal Advisers. The insurance covers one calendar year.</p>
Portugal	<p>Collective: There is a collective arrangement between the Bar Association and Insurance Company. Therefore, all lawyers duly registered with the Bar are covered by the insurance policy purchased by the Bar (which is legally the policyholder) and do not need to sign or fill in any specific document. For the year 2009 the coverage of this insurance is €150.000,00 with an excess of €1.500,00.</p> <p>Individual: In addition to the insurance provided by the Bar Association, individual lawyers may take out an additional PI Insurance in any Insurance Company or purchase additional coverage to the Insurance Company in collaboration with the Bar Association. Lawyers and law firms are permitted to purchase from any insurer registered with the Portuguese Insurance Institute ('ISP - Instituto dos Seguros de Portugal')</p> <p>The only specific requisite for PI Insurances prescribed by the "Statute of the Bar Association" and by the "Legal Regulation on Portuguese Law Firms" regards to the minimum amount of coverage required.</p> <p>Terms of insurance policies are supervised by the Portuguese Insurance Institute ('ISP - Instituto dos Seguros de Portugal'), the Portuguese official authority that controls and supervises the business of insurance and reinsurance, pension, funds and brokerage.</p> <p>The coverage on a claims made or acts occurring/committed basis depends on the terms of the specific insurance.</p> <p>The protection provided depends very much upon the specific terms of the PI Insurance purchased and its factual contingencies. Thus, it is not possible to provide an overview on the protection offered by insurances purchased individually by lawyers or law firms.</p> <p>Limited liability law firms: As mentioned, limited liability law firms must take out PI insurance. This insurance covers civil legal liability arising out of the legal practice of its shareholders, lawyers, trainee lawyers, staff and representatives.</p> <p>Arch Insurance Company (Europe) Lda. is currently the insurance company collaborating with the Bar Association.</p> <p>The PI Insurance insures lawyers against liability imposed</p>

Member State	3. Please give a short description of it.
	<p>upon them for damages arising out of the professional acts, errors, and omissions. For year 2009, the mentioned insurance has the following characteristics:</p> <ol style="list-style-type: none"> 1. Insured capital per Lawyer, claim: €150.000,000 (no annuity limit) 2. Aggregate Limit: unlimited 3. Excess per claim: €1.500,00 4. Retroactivity: unlimited 5. Limit of cover regarding documents and data: €150.000 6. Territory covered by the policy: every countries in the world, excluding USA, Canada and countries under their jurisdiction. 7. Claim: "claims made policy"
Romania	
Slovakia	<p>The Slovak Bar Association has taken out insurance police with the insurance company Kooperativa (joint stock company) on behalf of the lawyers entered on the roll maintained by the Slovak Bar Association. This police covers only provision of legal services according to the applicable Slovak laws. Every lawyer, however, has a right to choose different insurance company, but he has to present his insurance police if being asked.</p>
Slovenia	<p>The Bar Association of Slovenia insures a lawyer against liability for damages that the client might incur with reference to the legal practice. The premium for such insurance is paid out of the lawyer's insurance fee payable to the Bar Association.</p> <p>At the moment the Bar Association insures lawyers' professional liability insurance with the minimum insured sum of €250.000. Law firms are insured for sum of €1,000,000 for each contingency.</p> <p>The insurance covers the damage caused by serious negligence, mistake or suspension of professional obligations of the insured person and the persons employed to pursue his activities.</p>
Spain	
Sweden	<p>All members of the Swedish Bar Association, and any lawyers or other staff employed by them, are included in:</p> <ol style="list-style-type: none"> 1. Compulsory liability insurance for pure economic loss 2. Compulsory insurance for crimes against property <p>The insurance premiums are part of the compulsory service fee payable to the Swedish Lawyers' Service Company by all members of the Swedish Bar Association.</p> <p>The liability insurance for pure economic loss covers liability for pure economic loss caused to a client or a third party by the insured or his employees through error or neglect. The insurance covers damage caused in legal practice from offices in Scandinavia. It also covers liability incurring from engagements as a member of the board in other companies, etc. The minimum coverage is SEK3,000,000 (€330,000)</p>

Member State	3. Please give a short description of it.
	<p>maximum for all claims directed towards one insured during one year. The coverage can be extended by voluntary insurance up to totally SEK30,000,000 (€3,300,000). The insurance for crimes against property covers a clients or a third party subject to certain crimes against property, such as crimes of stealing, dishonesty, or breach of trust, caused by the law firm's staff. The minimum coverage for damages caused by crime against property is SEK10,000,000 (€1,100,000) maximum for all damages pertaining to one lawyer during one year.</p>
The Netherlands	<p>Lawyers can choose whether to take out individual or group practice insurance scheme. The professional liability insurance shall cover, at least, any events taking place in the countries in the European Community; The activities covered by the insurance policy shall include anything that can qualify as the practice of an <i>advocaat</i>, such as acting as trustee in bankruptcy (<i>curator</i>), or administrator (<i>bewindvoerder</i>) in a moratorium on payments (<i>surcéance van betaling</i>) and any other capacity to which an advocate may be appointed by the court. The insurance shall also cover the vicarious liability of an advocate for any act and omission of anyone working under his responsibility In-house advocates shall also take out professional liability insurance, whereas advocates employed by the state need not to take such if the state issues a prescribed certificate.</p>
United Kingdom	<p><u>Bar Council of England and Wales:</u> BMIF was founded in 1988 in response to a shortage of capacity in the commercial market. It was set up with the approval of the Bar Council and any new directors of BMIF have to be approved by the Bar Council. At BMIF's Annual General Meeting two members of the Bar Council have to be present to vote on certain items.</p> <p><u>Law Society of England and Wales:</u> The main features of the current arrangements are:</p> <ul style="list-style-type: none"> • A Firm carrying on a private practice from offices in England and Wales is required to have a policy of "Qualifying Insurance". • The purpose of the cover is to provide the public with a good basic level of protection in the event that a firm of solicitors is negligent or dishonest which results in the claimant suffering a loss. • Qualifying Insurance is available through "Qualifying Insurers". The insurers have to offer policies which meet set Minimum Terms; to participate in an "Assigned Risks Pool" (see below); and to report suspected dishonesty to the Compliance Directorate of the Law Society. • Firms that cannot get cover on the commercial market can apply to be covered, for a limited period, through an "Assigned Risks Pool". Premiums for the ARP are

Member State	3. Please give a short description of it.
	<p>high. Firms in the ARP are subject to monitoring visits and can be required to implement special measures to reduce the risks of claims.</p> <ul style="list-style-type: none"> • There is no fixed level of self insured retention or excess. Excesses are a matter for negotiation between each law firm and its insurer. <p>The key minimum terms and conditions include:</p> <ul style="list-style-type: none"> • Cover is for all civil liability arising from Private Legal Practice, with only limited permitted exclusions. • The Insured includes the Firm (and any Prior Practice) together with any current or former Principal, Employee or consultant. • Cover extends to the practice as a whole including any body corporate. • Cover extends to all activities arising out of the private practice of a solicitor in England and Wales. • The minimum sum insured is exclusive of defence costs which are covered in addition without financial limit. • Qualifying Insurers are prohibited from avoiding or repudiating the insurance on any grounds whatsoever including non-disclosure, misrepresentation and failure to pay premium (although they may have rights of reimbursement against each insured). • The dishonesty exclusion only applies to the dishonest member(s) of the Firm so that innocent partners are covered. If all the principals of the Firm have been dishonest then the claim falls to be dealt with by the Law Society's Compensation Fund. <p>If a Firm ceases without successor practice then the policy is automatically extended by 6 years to provide run-off cover.</p> <p><u>Law Society of Scotland:</u> The Master Policy for professional indemnity insurance for Scottish solicitors covers all solicitors in private practice in Scotland and Scottish solicitors operating out with Scotland providing what they are doing is within the terms of the Insurance cover.</p> <p>The new scheme is organised as follows:-</p> <ul style="list-style-type: none"> • The <u>Society</u> sets the principles for the Master Policy and appoints the insurance brokers. • The <u>Brokers</u> take instructions from the Society to secure the underwriting and administer the scheme (that is to collect the premiums and the circumstances/claims intimated to the Brokers). • The <u>Insured</u> (which is the firm of solicitors, rather than the individual solicitor) arranges cover with the Brokers. <p>The <u>Insurers</u> provide the underwriting and have sole responsibility for the management of claims.</p>

Member State	3. Please give a short description of it.
	<u>Bar Council of Northern Ireland:</u> The Scheme is arranged under a general Master policy through Marsh with Royal Sun Alliance. The rates range from £200.00 for a Limit of Indemnity of £250,000 to £3,000.00 for £5,000,000 Limit of Indemnity. The following discounts are allowable for Criminal work: 5% where fee income from Criminal work is between 25% and 49% of total fees and 10% where fee income from Criminal work is between 50% and 100% of fees. The Council has also sought premium levels for £10 million and £15 million limit of indemnity.
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	4. Does the bar run the PI insurance scheme in your country?
Austria	Group insurance is managed by regional bars. Basic insurance is individually managed by the single lawyer.
Bulgaria	
Belgium	L'assurance est souscrite par l'organisation représentative (O.V.B. - O.B.F.G.) pour compte des Barreaux et des avocats inscrits aux ordres de ceux-ci. <u>Flemish Bar:</u> No
Cyprus	Cyprus Bar is promoting an amendment to the Advocates law for having PI Insurance and which is to be compulsory. The PI Insurance scheme is intended to be a collective one under the amendment (2009).
Czech Republic	The Czech Bar Association manages collective scheme insurance by a concrete insurance company up to a basic amount (minimum coverage). Lawyers are free to choose to participate in the collective insurance or to take out insurance directly. PI individual insurance scheme is operated by insurance companies.
Denmark	No, There are about 9 insurance companies which provide lawyers' insurance. They are all independent commercial companies. Lawyers are free to choose among them.
Estonia	No, but the law offices have an obligation to submit a copy of the professional liability insurance contract to the Board of the Bar Association.

Member State	4. Does the bar run the PI insurance scheme in your country?
Finland	No, but according to the statute law the Board of the Finnish Bar Association may decide on the minimum requirements of an advocate's financial loss cover.
France	<p>Ainsi que je l'ai indiqué, le Barreau gère le programme d'assurance responsabilité civile professionnelle via mon service, lui-même placé sous le contrôle du Conseil de l'Ordre et de la Commission Financière de l'Ordre.</p> <p>Le risque est cogéré avec les assureurs eux-mêmes et notre courtier AON.</p> <p>Chaque sinistre doit être déclaré à l'assureur par le canal du courtier, le Bâtonnier étant obligatoirement informé par mon canal.</p> <p>Le sinistre est constitué par la réclamation écrite amiable ou judiciaire dont un avocat est l'objet et qu'il doit donc immédiatement déclarer d'une part à mon service et d'autre part à l'assureur (le délai de prévenance est de 30 jours pour l'assureur).</p> <p>Un comité Paritaire entre représentants des assureurs et membres du Barreau (essentiellement des confrères habituellement désignés pour plaider en défense pour leurs propres confrères) se réunit régulièrement entre autres pour apprécier s'il existe des motifs de non garantie dans telle ou telle affaire et échanger conseils et informations.</p> <p>Les avocats amenés à défendre leurs confrères sont choisis paritairement par l'Ordre et les assureurs. Il s'agit essentiellement d'anciens membres du Conseil de l'Ordre.</p> <p>Il faut noter que chacun des barreaux est indépendant dans sa manière de gérer le problème des assurances et je suis amené à ne mentionner que le Barreau de PARIS.</p> <p>A Paris et dans presque tous les barreaux de France C'est l'Ordre des avocats qui paie la prime pour l'ensemble de ses membres. Ainsi les victimes éventuelles de la responsabilité d'un avocat sont en principe toujours indemnisées</p>
Germany	No
Greece	No. Piraeus Bar Association has negotiated a PI scheme, but it is run by the insurance companies.
Hungary	PI insurance scheme is run by a not for profit organisation founded by the Hungarian Bar Association exclusively for this aim, it is called "Insurance and Support Association of Hungarian Lawyers" ('MUBSE'). This organisation provides for the PI of about 98% of Hungarian lawyers, whereas it is still possible to take out insurance by any other insurance company if the minimum requirements are respected and the policy is equal or more beneficent for the client than the conditions at MUBSE.
Iceland	
Ireland	No, the Society monitors compliance with the statutory regulations relating to professional indemnity insurance cover.
Italy	No, the national Bar gives a proposal on its web site where one can find a form with Generali Assurance

Member State	4. Does the bar run the PI insurance scheme in your country?
Latvia	No
Lithuania	PI insurance scheme is run by private insurance companies
Lichtenstein	No. Professional indemnity insurance is only provided by private insurance companies.
Luxembourg	Il s'agit d'un programme collectif géré par le Barreau en ce sens que c'est le Barreau qui souscrit auprès d'une compagnie d'assurances une police d'assurance globale pour l'ensemble des avocats inscrits.
Malta	
Norway	The Norwegian Bar Association negotiates a collective guarantee and PI insurance scheme which is available to all members but not compulsory for the members. The rest negotiate individual guarantee/insurance. The guarantee/insurance may be bought from any supplier, so long as the guarantee is accepted by the Supervisory Council. Our impression is that the terms of the collective scheme are widely copied by the other providers. From 2009 the collective insurance was changes so that the insured amount applies to "each and every claim" and is not a total for the year. We do not know if this change has been implemented by the other insurers. Most of the bigger law firms negotiate their own guarantee and insurance, with insurance amounts at a much higher level than the collective scheme. The Bar Association does not have details of how these insurances are calculated and structured. We are working to be able to present an offer of PI insurance through the Bar Association that will be of interest to the bigger law firms.
Poland	<u>Polish Bar Council:</u> The Bar arranges and manages the collective scheme after negotiating the terms with an insurance company on behalf of the barristers. <u>National Council of Legal Advisers:</u> No
Portugal	The Bar is legally the policyholder, it concludes an agreement with an insurance company, so that all members are duly registered at the Bar are covered by the insurance. The Bar however does not run the individual insurance scheme.
Romania	
Slovakia	The Slovak Bar Association takes out insurance police with an insurance company on behalf of the lawyers entered on the roll maintained by the Slovak Bar Association. Alternative Insurance scheme which lawyers may chose is not run by the Bar.
Slovenia	The Slovenian Bar Association provides professional indemnity insurance for lawyers through an agreement with an insurance company.
Spain	
Sweden	Yes
The Netherlands	Although the bar developed an insurance scheme, lawyers can opt for a different insurance scheme and the insurance shall be taken out with an insurance company which

Member State	4. Does the bar run the PI insurance scheme in your country?
	apparently meets reasonable solvency requirements
United Kingdom	<p><u>Bar Council of England and Wales:</u> No. BMIF is set up on a mutual basis and is managed by Thomas Miller & Co Ltd, a company which has been managing mutuals since 1860. The policy for BMIF is set by a Board which is comprised of 14 practising barristers. BMIF was set up with the approval of the Bar Council and any new directors of BMIF have to be approved by the Bar Council. In addition at BMIF's Annual General Meeting two members of the Bar Council have to be present to vote on certain items.</p> <p><u>Law Society of England and Wales:</u> Yes, in the sense that the Law Society makes the rules that prescribe the Minimum Terms and Conditions of cover. All insurers authorised to conduct business in the UK can become a qualifying insurer provided they enter into a Qualifying Insurer's Agreement (QIA) with the Law Society and the ARP Manager under which they agree to:</p> <ul style="list-style-type: none"> • Issue policies that comply with the minimum terms and conditions. • Participate in the ARP. • Report suspected dishonesty to the Compliance Directorate of the Law Society. • Agree to arbitration arrangements for disputes between insurers. <p>Individual qualifying insurers are under no obligation to offer terms to all firms.</p> <p><u>Law Society of Scotland:</u> The Law Society of Scotland sets the principles under which this scheme operates, but does not run it itself. It also appoints the insurance brokers.</p> <p><u>Bar Council of Northern Ireland:</u> Yes (through Marsh)</p>
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	5. Do the insurance schemes or their terms need approval from any authorities at all?
Austria	Group insurance is agreed and managed by regional bars. Individual insurance does not need to be approved by any authority.

Member State	5. Do the insurance schemes or their terms need approval from any authorities at all?
Bulgaria	
Belgium	No <i>Flemish Bar:</i> The collective PI-policies are negotiated by, and thus agreed by the Orde van Vlaamse Balies. The individual insurance policies between a lawyer and his insurance company do not need any approval of the local bar association nor of the Orde van Vlaamse Balies.
Cyprus	No need of approval from any authorities at all.
Czech Republic	PI collective Insurance Scheme is approved by bodies of the Czech Bar Association. The Bar stipulates for instance the minimum coverage of insurance. The minimum coverage limit is related only to the collective insurance; to the individual insurance only in cases where a lawyer refuses to participate in the collective insurance. The individual insurance above the minimum coverage limit is not regulated by the Czech Bar Association.
Denmark	Yes, the terms must be approved by the Bar and Law Society.
Estonia	No
Finland	No, they have to solely comply with the statute law. Advocates are free to choose an insurer.
France	No
Germany	No. The insurance schemes do not need any approval but need to be notified to the Bundesanstalt für Finanzdienstleistungen (BAFIN).
Greece	No
Hungary	The insurance schemes and terms have to correspond to the respective laws, decrees and regulations, and they are under the supervision of the Hungarian Financial Supervisory Authority
Iceland	
Ireland	Yes, each policy must provide.
Italy	No
Latvia	No
Lithuania	Terms of insurance contracts are provided to and supervised by State Insurance Supervisory Authority.
Lichtenstein	The terms of the insurance contract must comply with the legal requirements set out in Art. 25 RAG but the insurance contract does not need any formal approval from any authority.
Luxembourg	Il s'agit d'un programme collectif géré par le Barreau en ce sens que c'est le Barreau qui souscrit auprès d'une compagnie d'assurances une police d'assurance globale pour l'ensemble des avocats inscrits.
Malta	
Norway	In principle the terms should be approved by the Supervisory Council for Legal Practice and the amount must be at least the minimum required by law. Most PI insurers base their terms more or less on the terms of the collective scheme negotiated by the Bar Association, and which the Supervisory

Commentaire [r2]: It is opposite in the answer sheet No 1:
Yes, the Terms and Conditions of Insurance need to be approved by the Federal Social Insurance Authority (Bundesversicherungsamt).

Member State	5. Do the insurance schemes or their terms need approval from any authorities at all?
	Council for Legal Practice has approved.
Poland	<u>Polish Bar Council:</u> The Bar Council should approve the conditions of the insurance after possible remarks of the barristers. <u>National Council of Legal Advisers:</u> No
Portugal	Terms of insurance policies are supervised by the Portuguese Insurance Institute / Instituto de Seguros de Portugal (ISP) - the official body that controls and supervises the business of insurance and reinsurance, pension funds and brokerage. http://www.isp.pt/NR/exeres/2412266E-C5B0-4757-82F3-6F14CE9EF4B9.htm
Romania	
Slovakia	No
Slovenia	The Bar Association concludes an agreement with an insurance company.
Spain	
Sweden	No
The Netherlands	Schemes need to comply with Dutch rules on indemnity insurance.
United Kingdom	<u>Bar Council of England and Wales:</u> The Scheme originally needed the approval of the Bar Council. Technically the Bar Council does not need to approve the terms of the cover. Minor changes of cover are not necessarily referred to the Bar Council but in the case of the recent extension of cover to the costs of disciplinary proceedings, the original request came from the Bar Council and the terms of the cover were agreed by the Bar Council. <u>Law Society of England and Wales:</u> The Solicitors' Indemnity Insurance Rules require the concurrence of the Master of the Rolls (a senior judge who is the president of the civil division of the Court of Appeal, besides being responsible for Chancery records and for the admission of solicitors). <u>Law Society of Scotland:</u> In terms of section 44 of the Solicitors (Scotland) Act 1980, the Lord President, who is the supreme judge in Scotland, has to approve the practice rules on professional indemnity insurance (currently the Solicitors (Scotland) Professional Indemnity Insurance Rules 2005) before they can apply to Scottish Solicitors. The Lord President is considered an emanation of the state and the 2005 Rules a legal requirement imposed by a public authority compliance which is involuntary. <u>Bar Council of Northern Ireland:</u> No
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	

Member State	5. Do the insurance schemes or their terms need approval from any authorities at all?
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	6. What are the average costs involved for the individual lawyer to participate in the PI insurance scheme? What are the typical costs for minimum cover?
Austria	They are subject to agreement with the various insurers in Austria and might vary.
Bulgaria	
Belgium	<p>Le coût pour la couverture minimale de €1.000.000 est: - pour les avocats: €460 (2006) - pour les stagiaires: €230 (2006)</p> <p><i>Flemish Bar :</i> The annual premium for the collective PI-insurance (first rank) amounts to €330 for a lawyer admitted to the Bar and €165 for a trainee-lawyer. This premium is included in the bar contribution all lawyers have to pay every year to the local bar association where they are listed. A lawyer who wishes to join the collective PI-insurance (second rank), has to pay a annual contribution of €290 (same amount for a lawyer admitted to the Bar and a trainee-lawyer). The Orde van Vlaamse Balies has no data concerning the contributions paid by the lawyers/law companies for an individual PI-insurance.</p>
Cyprus	Under the collective scheme to be adopted as noted above the estimated cost for the proposed compulsory limits (which will be CY£100.000 about (€160.000) for any one claim and CY€200.000 (about €320.000) In the aggregate will be in the region of CY£200 - CY£250 (€320- Euro).
Czech Republic	This amount gives 3,500 CZK for basic PI insurance of a lawyer.
Denmark	The average cost is between DKK 15.000 – 20.000 for the insurance. The cost for guaranty is between DKK 500 – 5.000. The amounts are without sales tax.
Estonia	Bar Association does not collect such precise data concerning the insurance contracts. As the law offices are independently negotiating their PI insurance scheme's, it is not possible today for the bar to calculate the average costs for the individual lawyer.
Finland	Because the insurances are individual, the Bar is not able to answer.
France	Le coût moyen par avocat en responsabilité civile

Member State	6. What are the average costs involved for the individual lawyer to participate in the PI insurance scheme? What are the typical costs for minimum cover?
	professionnelle est d'un peu plus de 1 000 € par année pour une assurance dont je vous rappelle qu'elle est de 3 850 000 € par sinistre avec une franchise très faible. Il faut d'autre part rappeler qu'un avocat ne peut pas contractuellement limiter sa propre responsabilité et que tout avocat associé est responsable de sa structure. Les collaborateurs avocat salariés voient leur cotisation d'assurance payée pour leur compte par leur employeur. Les collaborateurs libéraux sont tenus à acquitter pour ce qui concerne leurs clients potentiels personnels une pleine cotisation d'assurance.
Germany	The costs for minimum cover are €700-850 per year
Greece	The premium is defined by the insurance companies on market basis. For the Piraeus Bar Association scheme, please see the attached file.
Hungary	For the year of 2007, the minimum cover costs 85.200 Ft (about €330) a year.
Iceland	
Ireland	The average cost for an individual solicitor practising on their own behalf is approximately €8,000.00. However the obligation to take out professional indemnity insurance now rests with each firm of solicitors rather than each individual solicitor.
Italy	There are no typical costs. Insurance companies define and offer. The national Bar gives a proposal on its web site where one can find a form with Generali Assurance
Latvia	On individual base
Lithuania	Appr. €60-100 per year. The terms of PI insurance are reviewed by the State Insurance Supervisory Authority.
Lichtenstein	No approximation can be given as costs depend entirely on the rates of the insurance company, number of insured lawyers, size of the law firm, practice areas and risk assessment by the insurance company.
Luxembourg	Le coût de l'assurance souscrite par le Barreau se chiffre actuellement à un peu plus de €300,- par avocat inscrit pour la couverture minimale de €1.250.000,-.
Malta	
Norway	The premium for the minimum cover in the collective scheme negotiated by the Bar Association is ca NOK 9.900,- (€1.190,-).
Poland	<u>Polish Bar Council:</u> For the year 2009 – as the contract between Bar Council and Insurance Company indicates – the guaranteed amount for the individual barrister (advocate) is 404.890 pln (round 100.000 euro). At the same time the costs of the insurance is 780 pln per year. The offers of the additional insurance depend on Insurance Companies. For example HDI Gerling Polska Towarzystwo Ubezpieczeń S.A. offer is as follow:

Member State	6. What are the average costs involved for the individual lawyer to participate in the PI insurance scheme? What are the typical costs for minimum cover?
	<p>guaranteed amount 607 335 pln (150 000 euro) – costs 840 pln guaranteed amount 809 780 pln (200 000 euro) – costs 1 296 pln guaranteed amount 1 214 670 pln (300 000 euro) – costs 1 829 pln guaranteed amount 1 619 560 pln (400 000 euro) – costs 2 040 pln guaranteed amount 3 644 010 pln (900 000 euro) – costs 2 520 pln</p> <p><i>National Council of Legal Advisers:</i> 15-18 zloty (€3,50-4,50) per month</p>
Portugal	<p>(i) Per Lawyer: A minimum coverage of €150.000,00 is granted by the Bar Association as described above (please revert to question nr. 1). The cost of this PI Insurance is included on the membership fees. However, lawyers wanting to limit their responsibility need a minimum insurance coverage of €250.000,00. Therefore, they may purchase an additional coverage of €100.000,00 to the insurance company in charge of the Collective Scheme for an additional amount of €124,97/year.</p> <p>(ii) Per Limited Liability Firm: it is not possible to estimate the costs since it varies according to the Insurance Company and to the particular terms of the PI Insurance purchased.</p>
Romania	
Slovakia	The minimum insurance sum is 3 million SKK, which means that every lawyer has to pay the insurance premium 2000 SKK per year.
Slovenia	To be completed
Spain	
Sweden	The costs for the compulsory insurance is SEK9,200 (€1,000) per year for each lawyer working in law firm.
The Netherlands	<p>Average costs are not known. PI insurance schemes vary enormously. The typical costs for minimum cover of the Netherlands Bar Association insurance scheme are: premium of 4,5 promille x turnover. Law firms with a turnover less than € 100.000,00 have a minimum premium of € 540,00.</p> <p>All lawyers have to prove that they have an insurance. If for some reason a lawyers is not insured the local bar will take the necessary disciplinary steps. As far as I know there is no collective arrangement.</p>
United Kingdom	<p><u>Bar Council of England and Wales:</u> The average cost is just under £1,000. As stated above, with one exception there are no excesses under the policy. Minimum cover for Members just joining is £100 since April 2006.</p>

Member State	6. What are the average costs involved for the individual lawyer to participate in the PI insurance scheme? What are the typical costs for minimum cover?																																												
	<p><u>Law Society of England and Wales:</u> Premium is a matter between individual firms and their insurers. The Law Society only knows that the total cost to the profession of the compulsory layer of cover is approximately £250 million for approximately 10,000 firms.</p> <p><u>Law Society of Scotland:</u> It is not possible to give a typical or an average cost for insurance premiums for individual practitioners. Insurance is organised on a firm by firm basis rather than for an individual practitioner, and premiums are dependent on:-</p> <ul style="list-style-type: none"> • The number of partners or directors of the firm • The ratio of partners or directors to total staff in the firm • The ratio of the firm's fee income to the total fee income for the profession • The record of claims over the relevant period – which leads to either a discount or a loading on the premium payable <p>In addition, there is a discount for firms which restrict their work to criminal court practice. There are also discounts for part-time practices where total fee income is below a set level.</p>																																												
	<p><u>Bar Council of Northern Ireland:</u> The 2006/2007 rating structure is as follows:</p> <p>Limit of Indemnity (Each & Every Claim)/ Premium Inc. IPT</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">£ 250,000/</td> <td style="width: 25%;">£ 210.00</td> <td style="width: 25%;">-</td> <td style="width: 25%;">No discount available</td> </tr> <tr> <td>£ 500,000/</td> <td>£ 336.00</td> <td>-</td> <td>No discount available</td> </tr> <tr> <td>£ 750,000/</td> <td>£ 472.50</td> <td></td> <td></td> </tr> <tr> <td>£ 1,000,000/</td> <td>£ 682.50</td> <td></td> <td></td> </tr> <tr> <td>£ 1,500,000/</td> <td>£ 997.50</td> <td></td> <td></td> </tr> <tr> <td>£ 2,000,000/</td> <td>£1,260.00</td> <td></td> <td></td> </tr> <tr> <td>£ 3,000,000/</td> <td>£1,890.00</td> <td></td> <td></td> </tr> <tr> <td>£ 4,000,000/</td> <td>£2,520.00</td> <td></td> <td></td> </tr> <tr> <td>£ 5,000,000/</td> <td>£3,150.00</td> <td></td> <td></td> </tr> <tr> <td>£ 7,500,000/</td> <td>£4,725.00</td> <td></td> <td></td> </tr> <tr> <td>£ 10,000,000/</td> <td>£6,300.00</td> <td></td> <td></td> </tr> </table>	£ 250,000/	£ 210.00	-	No discount available	£ 500,000/	£ 336.00	-	No discount available	£ 750,000/	£ 472.50			£ 1,000,000/	£ 682.50			£ 1,500,000/	£ 997.50			£ 2,000,000/	£1,260.00			£ 3,000,000/	£1,890.00			£ 4,000,000/	£2,520.00			£ 5,000,000/	£3,150.00			£ 7,500,000/	£4,725.00			£ 10,000,000/	£6,300.00		
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Moldova																																													
Montenegro																																													

Member State	6. What are the average costs involved for the individual lawyer to participate in the PI insurance scheme? What are the typical costs for minimum cover?
Serbia	Not applicable
Ukraine	
Associate/ Observer	

Member State	7. What is the result if a lawyer does not pay his/her contributions to the professional indemnity insurance?
Austria	The insurance companies are obliged to notice these facts to the regional bars and the member will be forbidden to practice any longer.
Bulgaria	
Belgium	En principe, ce cas n'existe pas car la prime est réclamée dans la cotisation individuelle de l'avocat mais le Barreau dudit avocat est tenu d'honorer la prime même si ledit avocat n'a pas réglé son dû. <i>Flemish Bar :</i> The obligation to pay for the collective PI insurance (first rank) is part of contribution payable to the bar for the membership. A lawyer who does not pay his "bar contribution" can be delisted.
Cyprus	Under the proposed amendment of the Advocates Law the non payment of contributions will result in revocation or non – renewal of the annual licence.
Czech Republic	The Czech Bar Association may take legal steps against him/her as well as striking him/her off the Register of lawyers within the Disciplinary Proceedings.
Denmark	The Danish Bar and Law Society will file a complaint to the disciplinary board of the Danish Bar and Law Society and will under normal circumstances ask the disciplinary board to disqualify the lawyer the right to practise as a lawyer.
Estonia	The Board of the Bar Association shall exercise supervision over the activities of attorneys. The court of honour of the Bar Association may impose a disciplinary penalty for violation of legislation which provides for the activities of attorneys or for violation of the requirements for professional ethics.
Finland	Lawyers will be deemed without insurance and will be disbarred. Furthermore statute law provides that the insurance company shall notify the Finnish Bar Association of the expiry of an advocate's financial loss cover. The Finnish Bar Association shall be given an opportunity to maintain an advocate's financial loss cover.
France	Chaque avocat rembourse à l'ordre sa participation personnelle. Sil ne le fait pas il peut être omis du Barreau et ainsi interdit d'exercice jusqu'à ce qu'il ait régularisé sa situation. Par ailleurs dans les cas les plus graves il encourt des sanctions disciplinaires. Sil est incapable de faire face à ses dettes le tribunal peut aussi le placer en redressement judiciaire ou en liquidation de biens.

Member State	7. What is the result if a lawyer does not pay his/her contributions to the professional indemnity insurance?
Germany	<p>In relation to the injured party the indemnity insurance is still valid for all acts committed as long as the PI insurance did not cancel the contract and did not notify the cancellation to the bar.</p> <p>If the PI insurance did cancel the contract and did notify the cancellation to the bar the insurance company must pay for all acts committed before the delay of one month has been passed.</p> <p>If the PI insurance did cancel the contract and did notify the cancellation to the bar and the term of one month has expired the insurance company does not pay anymore.</p> <p>The PI insurance company can recourse the lawyer if he breaches his duties.</p> <p>If the PI insurance contract has been terminated the bar needs to ask the lawyer within the term of one month to prove that he has a new insurance cover. If the lawyer does not prove insurance cover the bar needs to revoke the admission to the bar within one month. The revoke is directly applicable.</p>
Greece	The insurance is voluntarily taken out.
Hungary	The insurer becomes entitled to terminate the contract when 30 days have passed since the expiration of the deadline. As having a valid PI insurance is a condition of admission to the bar, in this case it is not possible for the lawyer to continue his practise.
Iceland	
Ireland	<p>The insurer will still be liable and thereby the customer will still be protected. The insurer is entitled to recover from the solicitor in such circumstances.</p> <p>In addition, the Society cannot issue the solicitor with a practising certificate, entitling him to practise.</p>
Italy	Suspension of coverage is the sole consequence since the police is voluntary
Latvia	The scheme is voluntary, no effect
Lithuania	Failure to insure professional indemnity is violation of Law on the Bar and Code of Conduct for Advocate. This is a ground to start a disciplinary case.
Lichtenstein	To be completed
Luxembourg	Les primes d'assurance sont payées par le Barreau à l'assureur tandis que le Barreau inclut la prime dans la cotisation à payer d'année en année par chaque avocat inscrit au tableau. En droit luxembourgeois, le non paiement de la prime n'entraîne en général pas ipso facto absence de couverture.
Malta	
Norway	If the premium for the guarantee/PI insurance is not paid, the lawyer's permission to practice is withdrawn (note that the membership in the Bar Association is not compulsory but the permission for practice is issued by the Supervisory Council for Legal practice).
Poland	<p><i>Polish Bar Council:</i></p> <p>Disobedience of payment of insurance fees may provoke</p>

Member State	7. What is the result if a lawyer does not pay his/her contributions to the professional indemnity insurance?
	<p>disciplinary liability (which, with extreme conditions, also the expel from the Bar Association).</p> <p>The consumer is still protected if there is a valid claim against the lawyer (up to the minimal guaranteed amount).</p> <p><u>National Council of Legal Advisers:</u> By virtue of the general agreement, all legal advisers are deemed insured regardless of whether they have paid their fee individually.</p>
Portugal	It depends on the specific terms of each insurance policy. Since the Bar Association provides a PI Insurance in a collective scheme for all lawyers duly registered, the clients' claims are covered as long as the lawyer has not been suspended from practice.
Romania	
Slovakia	According to the Act on the Legal Profession (Act No. 586/2003 Coll. on the Legal Profession, sec.7, (1, h): The Bar shall disbar anyone, who has not affected and does not maintain any compulsory professional indemnity insurance.
Slovenia	When the law firm fails to take out insurance or fails to take it out to the prescribed extent, the firm as well as the partners and the manager shall bear personal responsibility for the missing amount. The insurance must be taken out for the minimum period of 12 months and renewed during the entire period of operation of the law firm
Spain	
Sweden	<p>Failure to pay the service fee does not render the insurance invalid for the lawyer in question; the protection for clients and third parties is not affected.</p> <p>A member failing to pay the service fee, after being requested to do so, will be declared by the Board to have resigned from the Bar Association.</p>
The Netherlands	<p>Yearly all lawyers have to show evidence of their insurance to the Dutch Bar Association. In case a lawyer does not pay his contributions the insurance company will not give a certification of insurance. In that case the president of the local bar can start disciplinary proceedings against the lawyer;</p> <p>The General Council may act as a mediator if the advocate fails to take out insurance that meets the requirements of this By-law or is unable to retain it;</p>
United Kingdom	<p><u>Bar Council of England and Wales:</u> If a barrister does not pay premiums sanctions can be imposed by the Bar Council which can be as serious as suspension depending on the gravity of the offence.</p> <p><u>Law Society of England and Wales:</u> The insurer cannot cancel or avoid the policy for non-payment of premium or for breach of any other term of the policy. The insurer is still obliged to pay claims. It is also a disciplinary matter to be more than two months in arrears with payments due to the insurer.</p>

Member State	7. What is the result if a lawyer does not pay his/her contributions to the professional indemnity insurance?
	<p><u>Law Society of Scotland:</u> Adherence to the professional indemnity scheme for solicitors in private practice is a requirement for issuing of a practising certificate on an annual basis. Without a practising certificate, solicitors are unable to practise. Practice without a practising certificate is an issue of professional misconduct. It is possible that advice offered in this situation may not be covered by the Master Policy, but in practice this situation has not arisen.</p> <p><u>Bar Council of Northern Ireland:</u> Anyone failing to take out professional indemnity insurance can be referred to the Professional Conduct Committee and may have their practising certificate withheld.</p>
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Member State	8. Please describe the advantages/disadvantages of the professional indemnity scheme in your country.
Austria	The advantage of the current arrangement in Austria is that it is based on the "failure committed" (not claims made or damage arising) basis. So that the insurers are obliged to cover the damage even if the lawyer has retired and the contract has formally ended, so that the retired lawyer has not to pay any more premiums.
Bulgaria	
Belgium	<p>Par rapport à d'autres pays voisins, le système belge est financièrement avantageux. Il fonctionne relativement bien. La collaboration barreaux - assureurs est excellente tant sur le plan prévention que traitement des dossiers et indemnisations.</p> <p><u>Flemish Bar :</u> The advantage is that the public knows that all lawyers are insured for a minimum coverage. The disadvantage is that the coverage insured by the collective (polis) is a minimum coverage, so that depending of the activities of a lawyer, higher amounts should be insured, but that the Bars cannot force a lawyer to enter into a better suitable insurance scheme.</p>
Cyprus	Not applicable.

Member State	8. Please describe the advantages/disadvantages of the professional indemnity scheme in your country.
Czech Republic	<p>The obligatory legal PI insurance scheme has advantages resting in the lawyer's legal obligation to fulfil this PI insurance. The minimum amount of PI insurance is set up by the Czech Bar Association.</p> <p>The advantage of current collective insurance rest on the fact that it refers to matters occurred in the Czech Republic as well as in the EU; and its cause came into existence within duration of insurance even if the claim was submitted after termination of this insurance. This advantage cannot be reached in case of individual insurance with the exception of individual insurance above the minimum coverage limit arranged at the same insurance company where collective insurance is arranged. Any other insurance at different insurance companies is arranged in a way that both, the event and setting up the claim, must occurred within duration of insurance.</p>
Denmark	<p>The Danish Bar and Law Society has recently changed the insurance scheme introducing the guaranty and strengthened the cooperation between insurance companies and the Bar and Law Society in order to insure that all lawyers are at all times adhere to the rules. The changes come into force on 1. January 2007.</p>
Estonia	<p>One of the disadvantages is, that all the insurance companies exclude from the professional liability insurance contract lawyer's activity as a trustee in bankruptcy.</p> <p>One of the advantages may be considered that every management of a law office has the possibility to choose appropriate insurer with whom to enter into a professional liability insurance contract.</p>
Finland	<p>The Bar Association evaluates the scheme as advantageous.</p>
France	<p>Le programme, au moins pour ce qui est du Barreau de PARIS, fonctionne bien. Il est parfaitement rodé du fait notamment qu'aussi bien au niveau du courtier qu'au niveau des assurances, même si les uns et les autres ont changé de nom, les relations sont anciennes ; aussi bien l'assureur que le courtier ont une bonne connaissance du Barreau et de ses problèmes.</p> <p>C'est au niveau des appels de primes auprès des avocats qu'intervient une certaine imprécision et parfois de la part de ceux-ci des observations :</p> <p>Le fait que les collaborateurs libéraux qui n'ont souvent que peu ou pas de clients personnels se voient amenés à rembourser au Barreau leur part de prime est quelquefois source de mécontentement, bien que ce soit le tribu de l'indépendance.</p> <p>Par ailleurs, l'évolution actuelle des structures, notamment par la création de sociétés interbarreaux, et la possibilité d'appartenir à plusieurs barreaux et plus seulement au barreau de Paris, comme c'était le cas autrefois, est générateur d'imprécisions et de conflits éventuels difficiles à</p>

Member State	8. Please describe the advantages/disadvantages of the professional indemnity scheme in your country.
	<p>résoudre :</p> <p>Ainsi une structure parisienne importante ayant essentiellement des associés et collaborateurs libéraux exerçant dans divers endroits de province ne participera à l'assurance qu'en multipliant la part de prime par le nombre d'avocats inscrits au Barreau de PARIS, alors que l'assureur du Barreau de PARIS sera amené à couvrir la structure que l'auteur de la faute ou de la négligence soit inscrit à PARIS ou non, dès lors que c'est l'assureur de la structure dont le siège qui est à PARIS qui sera saisi. D'autre part, chaque barreau souscrivant ses propres garanties et les confrères ne pouvant envisager de payer une double assurance pour le même risque, se pose la question de l'égalité entre les avocats au Barreau de PARIS devant les charges et les garanties accordées aux justiciables.</p>
Germany	The system has proved its value. Our system of individual professional indemnity insurance leads to competition among the insurers. Our system ensures an extensive protection of the insured person. No lawyer can act without having PI insurance cover. This leads to an extensive protection of the consumer.
Greece	Since the scheme is voluntary, not too many lawyers have taken advantage of it. Therefore, we have yet to appreciate its results.
Hungary	PI insurance is organized by a not for profit organization which makes it possible to have economical contributions, and the mandatory nature of insurance is a real guarantee for clients. However, we need to raise the minimum amount of insurance to the level required by CCBE in order to further protect consumers of legal services.
Iceland	
Ireland	<p><u>Advantages:</u> Open market allows the profession to seek cover at a competitive premium.</p> <p><u>Disadvantages:</u> Enforcing run-off cover on a solicitor retiring or ceasing practice. Unable to ensure that a solicitor has no gap in their cover on the annual renewal of cover each year, which could result in a client having an exposure where a solicitor is not on cover should a claim be notified, as cover is provided on a claims made basis. The Society has set up a Professional Indemnity Insurance Task Force to review all matters relating to the provision of professional indemnity insurance cover to the profession.</p>
Italy	Some economic advantages might occur with a collective police (e.g. convention with lawyers associations); however, in Italy the majority of lawyers take out individual, and very onerous, polices.
Latvia	Not answered again
Lithuania	There is very limited choice of insurance products from

Member State	8. Please describe the advantages/disadvantages of the professional indemnity scheme in your country.
	insurance companies (basically insurance only covers cases that happened not earlier than 1 year to the claim).
Lichtenstein	To be completed
Luxembourg	La police collective souscrite par le Barreau a l'avantage que chaque avocat soit couvert à hauteur du montant de €1.250.000,-. Le Barreau gère globalement et collectivement le système sans que chaque avocat n'ait individuellement à s'en occuper. Les coûts pour chaque avocat restent réduits.
Malta	
Norway	Since membership in the Bar Association is not compulsory in Norway, lawyers have freedom of choice to buy their guarantee/insurance where they want, provided of course that it fulfils the legal requirements. For lawyers in small companies or practicing alone, the collective scheme is very valuable. The value is of course dependent on the bargaining position of the Bar Association, and this again of the size of the collective scheme. To better this bargaining position the Bar Association is working to include more of its members in the collective scheme, and also to negotiate cover for lawyers who need insurance exceeding the minimum requirements.
Poland	<u>Polish Bar Council:</u> The advantage is that the civil liability insurance is obligatory. Once the contract is signed between Bar Council and Insurance Company, barrister pays the premium, his responsibility is covered by insurance company. Disadvantages: If the barrister exercises his profession in the form of law firm (partnership with its own legal entity), the insurance of individual barrister does not cover the damages made by the partnership. In such a case the company shall buy the additional insurance. It is necessary to underline once more, that lack of the premium's payment by barrister can be the object of the disciplinary proceeding. <u>National Council of Legal Advisers:</u> The advantage of this scheme is that it ensures for minimum insurance coverage for all legal advisers in the country, whenever are correct in their payments in the scheme. Advantageous is the opportunity for the legal advisers to conclude individual insurance agreements above the minimum cover (over €90 000).
Portugal	Advantage – Clients are assured that all registered lawyers are granted a minimum coverage. Disadvantage - The Collective Scheme implies a considerable financial effort to the Bar Association – approximately 13% of the total expenses.
Romania	
Slovakia	The main advantage is that insurance company will cover any loss or damage caused to the client, which aroused out of the provision of legal service. But also advantageous is that the Bar shall disbar anyone, who has not affected and does not maintain any compulsory professional indemnity insurance,

Member State	8. Please describe the advantages/disadvantages of the professional indemnity scheme in your country.
	due to this;
Slovenia	To be completed
Spain	
Sweden	<p><i>Advantages:</i> Compulsory insurance, negotiated and paid collectively by the Bar Association, means increased safety for clients and low premiums for members.</p> <p><i>Disadvantages:</i> The SEK3,000,000/lawyer/year minimum cover could be insufficient if many concurrent claims are directed towards one lawyer.</p>
The Netherlands	An advantage is the opportunity all lawyers to have discretion to increase or not the minimum base insurance.
United Kingdom	<p><u>Bar Council of England and Wales:</u> One of the main advantages of a mutual insurance is that it is set up for the benefit of the insured as well as the insurer. It can be flexible to meet changing needs as is shown by the recent decision to extend the cover to the costs of defending disciplinary proceedings. The current pro-bono system, which has worked admirably in many ways in the past, is rightly considered not to be sufficient for protection in the increasingly complicated regulatory climate.</p> <p>Another important factor about a mutual is the attitude of the insurer. The mutual is there to protect the barrister's interest and not find ways of avoiding payment of claims. It is important to emphasise that two insurance companies with precisely the same wording may not pay the same claim. A mutual has no outside shareholders to satisfy and the approach of the Board and the Managers is to look to help rather than finding ways of declining cover.</p> <p><u>Law Society of England and Wales:</u> Advantages</p> <ul style="list-style-type: none"> • Broad coverage giving clients a high degree of protection. • Compulsory sum insured must be at least £2 million any one claim. <p>Assigned Risks Pool (ARP) provides cover for firms that do not obtain a policy with a qualifying insurer.</p> <ul style="list-style-type: none"> • The costs of the ARP are underwritten by the insurers. • Clients are protected even if a firm fails to take out a policy. • Solicitors benefit from a competitive market (28 insurers). This has resulted in lower premiums as compared to the previous collective scheme. • Firms can shop around to get the best terms. <p>Disadvantages</p> <ul style="list-style-type: none"> • The scheme is subject to the cycles in the insurance market. • There is no centralised source of information about claims against the profession. • Risk of an insurer becoming insolvent. <p>Increased volatility of premiums for some firms. One claim can dramatically affect premium and/or availability of cover on</p>

Member State	8. Please describe the advantages/disadvantages of the professional indemnity scheme in your country.
	<p>renewal.</p> <p><u>Law Society of Scotland:</u> The principal advantages of the professional indemnity scheme for Scottish Solicitors are:-</p> <ul style="list-style-type: none"> • Collective bargaining/purchasing power – the scheme covers 1,200 firms. • Run-off cover for ceased and failed firms which is unlimited in time. • All solicitors in private practice must be insured so there is no risk to the public. • The Master Policy transfers the risk from the profession to the insurers. • The profession has an interest in developing a comprehensive risk management policy to reduce global premiums. • Administration costs of running the master policy are able to be kept to a minimum. • Administrative burden on firms is able to be kept to a minimum. <p>The Master Policy allows new firms access to insurance on good/neutral terms when commencing business The major disadvantage of the scheme is that there is no freedom of choice for an individual firm in arranging Insurance.</p> <p><u>Bar Council of Northern Ireland:</u> Bulk purchasing will give a better deal to the participants. Overview of the claims experience is easily obtained. The scheme provides cover for members of the Bar practising in Northern Ireland and practising Northern Ireland and EC Law elsewhere. The policy has been extended free of charge to cover Pro Bono and Direct Access work.</p>
Associate/ Observer	
Croatia	
Turkey	
FYRO Macedonia	
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

III. Client compensation funds²

Member State	1. Do client compensation funds exist in your country?
Austria	Yes, but only for damage caused by fraud.
Belgium	<p><u>Bar francophone et Germanophone :</u></p> <p>Nous n'avons pas un fonds de compensation proprement dit. Les Barreaux de l'O.B.F.G. ont souscrit une assurance collective pour assurer le fonds de compensation lequel intervient en cas d'insolvabilité déclarée de l'avocat d'une part et de prélèvements par celui-ci dans les fonds des clients d'autre part.</p> <p>Le principe permet une indemnité des clients à raison d'un maximum de €125.000 par sinistre et €650.000 au maximum par avocat défaillant.</p> <p>Le coût est réclamé, comme en matière de R.C. professionnelle, dans la cotisation de l'avocat mais supporté par le barreau auquel il appartient.</p> <p>La prime est de €17 par avocat.</p> <p><u>Flemish Bar :</u></p> <p>The Orde van Vlaamse Balies has concluded an Insolvency Policy.</p> <p>This policy covers the repayment of funds, shares or securities to the client or to third persons that the lawyer has received and afterwards stolen in his capacity of lawyer and that he cannot refund due to his insolvency.</p> <p>The three application conditions are:</p> <ul style="list-style-type: none"> • the plaintiff has to prove that his claim is due; • the lawyer must be insolvent; • the lawyer must be subject to disciplinary prosecution. <p>The amount of the guarantee is limited to</p> <ul style="list-style-type: none"> • €125.000 per loss; • €625.000 per lawyer <p>€2.500.000 per insurance year.</p>
Bulgaria	
Cyprus	No
Czech Republic	No
Denmark	The Danish Bar and Law Society masters a fund to ensure the possibility to receive damages for losses caused by a practising lawyer in circumstances where the insurance does not cover e.g. because the minimum cover is exceeded etc. Previously the main task of the fund was to ensure damages resulting from a lawyer's dishonesty or failure to account for money he or she has received. This loss is not covered by professional indemnity insurance. With the introduction of the guarantee the activity of the fund is expected to decline.
Estonia	

² i.e. a fund which may help persons who have suffered loss as a result of a lawyer's dishonesty or who are suffering hardship as a result of a lawyer's failure to account for money he or she has received. This loss is not covered by professional indemnity insurance.

Member State	1. Do client compensation funds exist in your country?
Finland	Yes. It covers damages caused by theft solely.
France	Yes
Germany	No. Within the insurance conditions insurance cover is provided for certain cases of negligent mistakes with the use of money.
Greece	No
Hungary	
Iceland	No Client Protection Fund. Mandatory Professional Indemnity Insurance
Ireland	Yes, all solicitors who contribute to the Compensation Fund on an annual basis as part of their practising certificate fee. Two Funds- One Protects from Theft and One Protects from Mistakes/Negligence.
Italy	No
Latvia	Client compensation funds are not set in the Law on the Bar. No client compensation fund publicly known.
Lithuania	There are no publicly known client compensation funds in Lithuania.
Lichtenstein	No such funds exist in Liechtenstein.
Luxembourg	Il n'existe actuellement au Luxembourg pas de fonds de compensation.
Malta	
Norway	The client compensation fund was substituted some years ago by the guarantee requirements mentioned above, and the fund was dissolved from 2002.
Poland	<u>Polish Bar Council:</u> No. <u>National Council of Legal Advisers:</u> No
Portugal	No
Romania	There is no client protection fund. There is <u>no plan</u> to create any Fund. Clients are protected through lawyer's mandatory insurance in accordance with Law 51/1995, Chapter III, Sect.2, Art. 40 and Art. 215 (1) from the Statutul Profesiei de Avocat (SPA).
Slovakia	No
Slovenia	No
Spain	
Sweden	The client compensation fund was replaced in 1987 by compulsory liability insurance for pure economic loss and compulsory insurance for crimes against property. (The fund has not been liquidated.)
The Netherlands	Yes, the Bar has a fund. Under very limited conditions a client can get compensation for loss as a result of a lawyer's failure to account for money he or she has received.
United Kingdom	<u>Bar Council of England and Wales:</u> Currently the Bar does not have a compensation fund as such. The BMIF Rules contain a comprehensive omnibus Rule which permits the Board to pay claims otherwise excluded.

Member State	1. Do client compensation funds exist in your country?
	<p>The need for a compensation fund for barristers is clearly of a different nature than for solicitors as, for the most part, barristers do not get involved in the handling of money and for the most part still do not have direct dealings with the public.</p> <p><u>Law Society of England and Wales:</u> The Compensation Fund is a statutory fund with the object of enabling the Law Society to make payments to those persons who have suffered loss by reason of the dishonesty of a solicitor's or his/her employee or the solicitors failure to account for money received. Payment is made at the discretion of the Law Society. The purpose of the Fund is to replace clients' money which was misappropriated by a solicitor or his/her employee in the course of the solicitor's practice where the loss cannot reasonably be recovered in some other way. An applicant does not have to have been the solicitor's client. If compensation is paid, a further payment may also be made as a sum in lieu of lost interest and for the costs incurred by the applicant in making the application to the Fund. The normal maximum payout by the Fund is £1 million.</p> <p><u>Law Society of Scotland:</u> Section 43 of the Solicitors (Scotland) Act 1980 requires a fund entitled "The Scottish Solicitors Guarantee Fund" to be established and run by the Council of the Law Society of Scotland. The fund is a consumer protection which provides the cover for losses by the clients of Scottish solicitors in the case of dishonesty. It is funded by obligatory contributions from Scottish Solicitors in private practice on an annual basis. Payment of the relevant sum is a requirement for issuing of an annual practising certificate. Payments are made at the discretion of the Society to claimants. Cover is, in principle, unlimited. Anyone who has suffered loss as a result of a solicitor's dishonesty can make a claim.</p> <p><u>Bar Council of Northern Ireland:</u> The Bar of Northern Ireland does not have a compensation fund although the Bar of Northern Ireland does not at the moment have any direct dealings with members of the public.</p> <p><u>Law Society of Northern Ireland :</u> There is a different Fund structure. It has two sets of arrangements made pursuant to statute-the solicitors (n.i.) order 1976. These are: 1) Compulsory compensation fund for dishonesty and failure to account. 2) Compulsory professional indemnity insurance to cover heads of civil liability.</p>
Associate/ Observer	
Croatia	
Turkey	
FYROMacedonia	

Member State	1. Do client compensation funds exist in your country?
Albania	
Armenia	Not applicable
Georgia	Not applicable
Moldova	
Montenegro	
Serbia	Not applicable
Ukraine	

Please note that the following questions are only answered by those CCBE members which have some kind of scheme resembling client compensation funds

Member State	2. Formal hearing process for uncontested claims? ³
Belgium	
	OVB: No
Denmark	There is a <u>formal hearing process</u> for uncontested claims
Finland	There is not a formal hearing process for uncontested claims.
Ireland	There is a formal hearing for uncontested claims
The Netherlands	No.
Observer Countries	

Member State	3. When claim is rejected, is there provision for Re-Hearing, Appeal, Judicial Review?
Belgium	
	OVB: No
Denmark	If a claim is rejected, there is a provision for rehearing. But no provision for an appeal. A rehearing is possible if the claimant is in possession of new substantiated evidence. Same body conducts the rehearing. There is no provision for judicial review.
Finland	Regarding <u>rejected claims</u> : there is a provision for rehearing. There is neither for appeal nor for judicial review
Ireland	There is a provision both for rehearing and for judicial review. There is not for an appeal
The Netherlands	No
Observer Countries	

Member State	4. Standard Claim Form?
Belgium	
	OVB: No
Denmark	There is a Standard claim form in use and a copy is available to the IBA
Finland	There is not a standard claim form in use

Member State	4. Standard Claim Form?
Ireland	There is a standard claim form in use in English (available to the IBA)
The Netherlands	No
Observer Countries	

Member State	5. Can clients to earn interest on trust account balances?
Belgium	OVB: No
Denmark	it is possible for clients to earn interest on trust account balances
Estonia	
Finland	It is possible for clients to earn interest on trust account balances
Ireland	It is possible for clients to earn interest on trust account balances
The Netherlands	No.
Observer Countries	

Member State	6. Re-insurance arrangements?
Belgium	OVB: No
Denmark	The fund does not have any re-insurance arrangements in place
Estonia	
Finland	The Fund does not have any re-insurance arrangement
Ireland	The Fund has got a re-insurance arrangement
The Netherlands	No.
Observer Countries	

Member State	7. Have Fund assets ever been inadequate to pay claims?
Belgium	OVB: Oui Le montant de la garantie est limité à <ul style="list-style-type: none"> ➤ 125.000 EUR par sinistre; ➤ 2.500.000 EUR par année d'assurance.
Denmark	There has never been a situation where assets of the Fund were inadequate to pay claims
France	The Fund allegedly has enough assets to pay likely claims over the next 5 years.
Ireland	No
The Netherlands	No.
United Kingdom	<u>General Council of the Bar of England and Wales: full liability for negligence/mistakes. Compulsory insurance but no compensation funds as Barristers do not hold client funds.</u>

Member State	7. Have Fund assets ever been inadequate to pay claims?
	There has never been a shortfall
Observer Countries	

Member State	8. Maximum payment limits for any one claim?
Belgium	<u>Barreau francophone et Germanophone</u> : 125.000 € par sinistre <u>Flemish Bar</u> : The amount of the guarantee is limited to <ul style="list-style-type: none"> • 125.000 EUR per loss; • 625.000 EUR per lawyer 2.500.000 EUR per insurance year.
Denmark	There are maximum payment limits for one claim
Finland	There is not a <u>maximum payment</u> limit for any one claim or in respect to any one lawyer
Ireland	<u>Maximum payment limit</u> for any one claim: €700,000 as provided by Section 16 of the Solicitors (Amendment) Act, 2002
The Netherlands	Yes. Total yearly payment no more than €181,500
United Kingdom	<u>General Council of the Bar of England and Wales</u> : Minimum cover for barristers is £250.000 (shortly to be increased to £ 500.000). No exclusions, no limits on claims.
Observer Countries	

Member State	9. Maximum amount that the fund will pay in respect of any one lawyer?
Belgium	<u>Barreau francophone et Germanophone</u> : 650.000 E au maximum par avocat défaillant <u>Flemish Bar</u> : The amount of the guarantee is limited to <ul style="list-style-type: none"> • 125.000 EUR per loss; • 625.000 EUR per lawyer 2.500.000 EUR per insurance year.
Denmark	There is also a maximum amount that the fund will pay in respect of any one lawyer. Fund A: No maximum limit. Fund B: 1.435.000/- Fund A: Theft (72% of all claims). Fund B: Negligence (28% of all claims).
Finland	There is not a <u>maximum payment</u> limit for any one claim or in respect to any one lawyer
Ireland	There is not a <u>maximum limit payment</u> in respect of any lawyer
The Netherlands	Yes. €181,500
Observer Countries	

Member State	10. Must Claimant be a Client?
Belgium	<u>Flemish Bar</u> : a client or a third persons that the lawyer has received and afterwards stolen in his capacity of lawyer and that he can not

Member State	10. Must Claimant be a Client?
	refund due to his insolvency.
Denmark	There is a requirement that the claimant was a client of the lawyer. Fund A: Client requirement. Fund B: Anyone, as long as the claimant has suffered a loss, the lawyer is liable and can not cover the damages himself and the claim is based on substantial evidence
Finland	Applicants can be anybody who has suffered because of the lawyer's action. (Not necessarily his or her client).
Ireland	It is a requirement that the claimant being a client of the lawyer
Portugal	
Slovakia	
Slovenia	
The Netherlands	Yes.
Observer Countries	

Member State	11. Compensation payable to foreign clients?
Belgium	
	OVB: Yes
Denmark	Foreign Clients: Compensation payable
Finland	Compensation is payable to foreign clients and no limits or restrictions apply
Ireland	Compensation is payable to foreign clients. There is no restriction except for the €700,000 limit on any one claim as outlined above
The Netherlands	Yes, if client of a Dutch lawyer.
Observer Countries	

Member State	12. Are Fund administrators automatically advised of disciplinary action against a lawyer?
Belgium	
	OVB: Le bâtonnier du barreau de l'avocat concerné doit mettre au courant l'assureur ou le courtier par écrit de toute plainte contre un avocat qui est en défaut, quand il s'attend à ce que les garanties de l'assurance soient applicables (article 12 de l'assurance).
Denmark	The funds administrators are <u>not automatically advised</u> of disciplinary actions against a lawyer
Finland	Fund administrators are not automatically advised of disciplinary actions against a lawyer
Ireland	Fund administrators are automatically advised of disciplinary actions against a lawyer
The Netherlands	No.
Observer Countries	

Member State	13. Must claimants conclude civil action against a lawyer accused of dishonest or negligent conduct, before a claim will be paid?

Member State	13. Must claimants conclude civil action against a lawyer accused of dishonest or negligent conduct, before a claim will be paid?
Belgium	OVB: Non
Denmark	The fund requires claimants to conclude <u>civil action</u> against a lawyer accused of dishonest or negligent conduct, before a claim is paid
Finland	It is not a requirement to conclude civil action or disciplinary action against a lawyer accused of dishonest or negligent conduct before paying a claim
Ireland	The Fund does not require claimants to conclude civil action against a lawyer before a claim will be paid.
The Netherlands	No.
Observer Countries	

Member State	14. Disciplinary action required against a lawyer before paying a claim?
Belgium	OVB: Oui. L' article 2 de l'Assurance d'Insolvabilité des Avocats stipule que la garantie n'est acquise à la condition que les trois conditions suivantes soient remplies cumulativement: 1) le plaignant doit justifier l'exigibilité de sa créance; 2) l'avocat est insolvable; 3) <u>une enquête disciplinaire doit être ouverte</u> , sauf impossibilité technique.
Denmark	The fund does not require <u>disciplinary action</u> against a lawyer before paying a claim
Finland	It is not a requirement to conclude civil action or disciplinary action against a lawyer accused of dishonest or negligent conduct before paying a claim
Ireland	It is not required disciplinary action against a lawyer before paying the claim
The Netherlands	No.
Observer Countries	

Member State	15. Are fund administrators personally protected from civil action against them by dissatisfied lawyers or claimants?
Belgium	OVB: Pas d'application
Denmark	The fund administrators are <u>personally protected</u> from civil action against them by dissatisfied lawyers or claimants
Finland	The Fund administrators are not protected from civil action against them.
Ireland	Fund administrators are personally protected from civil action against them
The Netherlands	No.

Member State	15. Are fund administrators personally protected from civil action against them by dissatisfied lawyers or claimants?
Observer Countries	

Member State	16. Fund annual report published?
Belgium	
	OVB: Non
Denmark	The fund does not publish an annual report
Finland	The Fund publishes an annual report (also published on the website). This report does not name the lawyers against whom claims are made or give details of the payments made in each claim.
Ireland	Fund publishes an annual report (not published on the website)
The Netherlands	Yes.
Observer Countries	

Member State	17. Support an IBA-sponsored training package or short course, to assist in meeting identified needs?
Denmark	The organisation would support an IBA-sponsored training package or short course to assist the organisation in meeting needs identified here
Estonia	
Finland	The organization would not support an IBA-sponsored training package or short course to assist the organization or Fund in meeting needs identified here
Ireland	The Organization would support an IBA-sponsored training package or short course to assist the organization or Fund in meeting needs identified here
The Netherlands	No.
Observer Countries	

Member State	18. Are moneys available for indemnity enough for claims?
Belgium	
	OVB: oui
Denmark	The fund has enough assets to pay likely claims over the next 5 years
Finland	The Fund allegedly has enough assets to pay likely claims over the next 5 years
Ireland	In their opinion, the Fund has enough asset balance to meet likely claims over the next 5 years. - <u>Method used</u> to determine expenditure on likely claims over the next 5 year: historical claims, economic environment and review of practices in difficulties. - <u>Method used</u> to protect the Fund against unexpected claims: the Fund has built up reserves of €31.5 million and hold insurance cover of €20 million in excess of €5 million
The Netherlands	Until now yes.
United Kingdom	<u>General Council of the Bar of England and Wales</u> : Moneys available for indemnity are allegedly sufficient to meet claims. There has never been a shortfall

Member State	18. Are moneys available for indemnity enough for claims?
Observer Countries	

Member State	19. World Wide Web Address for fund?
Belgium	OVB: Adresse internet de la compagnie d'assurances www.ethias.be
Ireland	Details of the Fund are published on website. If a practise collapses all clients of the firm are contacted by the Society and made aware of the existence of the Fund. - <u>Website</u> : www.lawsociety.ie
The Netherlands	No.
Observer Countries	

Member State	20. Additional remarks
The Netherlands	All Dutch lawyers have a professional indemnity insurance, so clients will be compensated by the insurance company. In very few cases and under very limited conditions (if the insurance company does not pay) a client can get compensation by the fund for the loss as a result of a lawyer's failure to account for money he/she has received.
Observer Countries	