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## Conference on professional indemnity insurance for European lawyers Brussels, 18 November 2002

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Information provided by CCBE Delegations

**Conseil des Barreaux de l'Union européenne – Council of the Bars and Law Societies of the European Union**

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The information in this report has been provided by the CCBE Delegations in 2001 and 2002, and printed for the purpose of the conference on 18 November 2002, on professional indemnity insurance for European lawyers.

## Contents

<b>1. Preamble : texts on cross-border practice .....</b>	<b>4</b>
<b>2. First Table on professional indemnity insurance</b>	
<i>Data collected on the basis of information sent by each CCBE Delegation in 2001.</i>	
2.1. Part I .....	6
2.2. Part II .....	10
<b>3. Second Table on professional indemnity insurance</b>	
<i>Data collected on the basis of information sent by each CCBE Delegation in 2002.</i>	
3.1. Part III .....	18
3.2. Part IV .....	34
3.3. Appendix	
<i>Appendix I : Names and addresses of insurance companies for German lawyers. ....</i>	<i>48</i>
<i>Appendix II : Qualifying insurers list for 2001/2002 for the purpose of Solicitors' indemnity Insurance for England and Wales. ....</i>	<i>49</i>
<b>4. Total number of Community lawyers per host Member State .....</b>	<b>50</b>

## **1. Preamble : texts on cross-border practice**

### **1.1. Council Directive 77/249/EEC of 22 March 1977 to facilitate the effective exercise by lawyers of freedom to provide services :**

Article 4 : *“A lawyer ... shall remain subject to the conditions and rules of professional conduct of the Member State from which he comes without prejudice to respect for the rules, whatever their source, which govern the profession in the host Member State.”*

### **1.2. Directive 98/5/EC of the European Parliament and of the Council of 16 February 1998 to facilitate practice of the profession of lawyer on a permanent basis in a Member State other than that in which the qualification was obtained :**

Article 6 paragraph 3: *“The host Member State may require a lawyer practising under his home-country professional title either to take out professional indemnity insurance or to become a member of a professional guarantee fund in accordance with the rules which that State lays down for professional activities pursued in its territory. Nevertheless, a lawyer practising under his home-country professional title shall be exempted from that requirement if he can prove that he is covered by insurance taken out or a guarantee provided in accordance with the rules of his home Member State, insofar as such insurance or guarantee is equivalent in terms of the conditions and extent of cover. Where the equivalence is only partial, the competent authority in the host Member State may require that additional insurance or an additional guarantee be contracted to cover the elements which are not already covered by the insurance or guarantee contracted in accordance with the rules of the home Member State. »*

### **1.3. CCBE Code of Conduct for lawyers in the European Union :**

#### *“3.9. Professional Indemnity Insurance*

*3.9.1. Lawyers shall be insured at all times against claims based on professional negligence of an extent which is reasonable having regard to the nature and extent of the risks which each lawyer may incur in his practice.*

*3.9.2. When a lawyer provides services or carries out practice in a Host Member State, the following shall apply:*

*3.9.2.1. The lawyer must comply with any Rules relating to his obligation to insure against his professional liability as a lawyer which are in force in his Home Member State.*

*3.9.2.2. A lawyer who is obliged so to insure in his Home Member State and who provides services or carries out practice in any Host Member State shall use his best endeavours to obtain insurance cover on the basis required in his Home Member State extended to services which he provides or practice which he carries out in a Host Member State.*

*3.9.2.3. A lawyer who fails to obtain the extended insurance cover referred to in paragraph 3.3.2.2. above or who is not obliged to insure in his Home Member State and who provides services or carries out practice in a Host Member State shall in so far as possible obtain insurance cover against his professional liability as a lawyer whilst acting for clients in that Host Member State on at least a basis equivalent to that required of lawyers in the Host Member State.*

*3.9.2.4. To the extent that a lawyer is unable to obtain the insurance cover required by the foregoing rules, he shall inform such of his clients as might be effected.*

*3.9.2.5. A lawyer who carries out practice or provides services in a Host Member State may with the agreement of the competent authorities of the Home and Host Member States concerned comply with such insurance requirements as are in force in the Host Member State to the exclusion of the insurance requirements of the Home Member State. In this event he shall take reasonable steps to inform his clients that he is insured according to the requirements in force in the Host Member State.”*

**1.4. Guidelines on the implementation of the Establishment directive (98/5/EC of 16<sup>th</sup> february 1998) issued by the CCBE for Bars and Law Societies in the European Union**

*« Article 7 Professional liability insurance*

*The bodies responsible in each Member State for arranging and/or providing professional indemnity insurance as mentioned in Article 6.3 of the Directive shall liaise with corresponding bodies in other Member States to ensure that, so far as possible, insurance arrangements made by a lawyer in one Member State are respected and recognised in another Member State both before and after integration under Article 10 of the Directive, to avoid problems relating to double premiums and double insurance. »*

**FIRST TABLE ON PROFESSIONAL INDEMNITY INSURANCE<sup>1</sup>: PART I**

	<b>Are lawyers in your Member State required (whether by law or professional regulation) to take out professional indemnity insurance?</b>	<b>If not, are lawyers in your Member State required (whether by law or professional regulation) to comply with the CCBE Code in EU cross-border practice?</b>	<b>If the answers to (a) or (b) are yes, are there minimum terms for compulsory professional indemnity insurance for lawyers in your Member State?</b>	<b>If so, do the minimum terms for compulsory professional indemnity insurance apply to practice in another Member State?</b>
<b>Austria</b>	Yes, by law ; Austrian lawyers according to §21a RAO and EU/EEA lawyers according to §15 EuRAG, which is referring to §21a RAO.		Yes, as set out in the frame-work-rules of 21a RAO and §15 EuRAG.	Not necessarily ; beyond the minimum requirements of §21a RAO and §15 EuRAG the terms of the individual insurance contracts may be contracted individually and thus vary.
<b>Belgium</b>	Yes, according to rules adopted by the Bar Associations.	The CCBE Code of Conduct is obligatory.	The minimum terms depend on the Bar Associations. At the current time, it amounts to 50,000,000 BEF (1,239,467.62 €)	Yes.
<b>Denmark</b>	Yes, according to the regulations of the Danish Bar and Law Society §44 and the Code of Conduct of lawyers practising in Denmark §3.9.a lawyer Denmark is obliged to effect an professional indemnity insurance. This requirements has it effect whether the lawyer in question is employed or self-employed.		Yes, a number of criteria has to be fulfilled in order to meet the Danish requirements to a professional indemnity insurance : 1) The insurance policy in question must be one approved by the Council of the Danish Bar and Law Society; 2) Further, the insurance must cover any indemnification caused by the lawyer or his staff to a third parties capital that the lawyer may become liable to by a simple negligent act or omission ; 3) The sum of the insurance must amount to 1.1 million DKR.	No, the terms for compulsory professional indemnity insurance in Denmark will not apply to practice in another Member State due to the fact that Danish criteria at first seems less restrictive than those in the other Member States.
<b>Finland</b>	Yes, by professional regulation.		Yes, for instance the minimum amount shall be FIM 1.000.000.	It is not compulsory but according to the insurance terms professional indemnity insurance usually applies to practice in Europe.
<b>France</b>	The lawyers registered with a French Bar are submitted to the legal obligation to take out insurance covering their		The legal profession regulation imposes a minimum cover	The territorial extent of covers is left to contract freedom. In practice, the

<sup>1</sup> Prepared with information sent by each CCBE Delegation.

	civil liability (art.27 of the law n° 71-1130 of 31 December 1971).		amounting to 2,000,000 FF (305,000 € on 01.01.2002) per year. In fact, this minimum legal cover can be set at a higher level by decision of the Council of the Bar Association.	insurance guarantee covers rendering of services in the whole world if the lawyer practises as a lawyer registered with a French Bar (which excludes activities reserved by local law for national lawyers). As far as secondary law firms abroad are concerned, most contracts make provision for an extension of the cover except, for some of them such as Paris Bar Association, when it deals with the USA or Canada.
<b>Germany</b>	Lawyers in Germany are required to take out professional indemnity insurance.		The minimum sum insured amounts to 500.000 DM for each insurance case irrespective of the number of insurance cases per year (§51 III 1 BRAO). The maximum insurance sum can be limited to 4 x 500.000 (minimum insurance sum) per year.	The insurance applies to any case under German law regardless whether it takes place in Germany or abroad. Beside that it covers claims regarding violation of European law in front of foreign courts. There is no difference concerning the minimum terms.
<b>Greece</b>	No, they are not obliged to either by law or by professional regulation. Athens Bar Association is negotiating with insurance companies a contract concerning the indemnity insurance of all its members.	No, there is not yet any law or professional regulation imposing them to comply with the CCBE code concerning insurance obligation.		
<b>Iceland</b>	Yes, according to Icelandic law, all practising lawyers are required by law to take out professional indemnity insurance.		Yes.	Yes, the insurance applies to practice in all countries within the European Economic Area.
<b>Ireland</b> <b>The Law Society of Ireland</b>	Yes.		Yes.	
<b>Italy</b>	No.	Yes.	No.	No.
<b>Liechtenstein</b>	Yes, Liechtenstein lawyers are required by Sec.25 of the Lawyers Act to take out professional indemnity insurance with a minimum sum insured of CHF 1'000'000.00.			
<b>Luxembourg</b>	Yes. The Luxembourg Bar Association took out an insurance which covers professional and extra-contract liability for lawyers registered on the Bar Association Roll. The insurance premium is part of the subscription paid by lawyers to the Bar Association.			
<b>The Netherlands</b>	Yes.		1.000.000 Dutch Guilders.	No
<b>Norway</b>	Yes, it is required by law to provide security to cover the liability to pay compensation which the advocate may incur		Yes.	

	in his practice.				
<b>Portugal</b>	<b>Waiting for the answer</b>				
<b>Spain</b>	No	Yes, the Code of Conduct approved by the Consejo General de la Abogacia Española makes provision for the respect of the CCBE Code of Conduct.	There are no minimum terms at national level but Bars may set minimum terms.	It depends on terms possibly set by the Bars.	
<b>Sweden</b>	A member of the Swedish Bar has, according to the Charter of the Bar Association, an obligation to pay a fee to a company, owned by the Association. The fee covers, among other things, professional indemnity insurance.		The insurance covered by the fee mentioned in (a) is the minimum insurance required.	The insurance is divided into two parts; one covers criminal negligence and is valid in the whole world, and the other part covers negligence that is not criminal ; that part only covers activities in Sweden.	
<b>The United-Kingdom</b>					
<b>The Law Society of England and Wales</b>	Yes.		Yes.	No.	No, Legal services in other Member States are not covered except (a) in relation to practice in Scots law or European Community law, and (b) where that practice is clerked through an advocate's ordinary practice in Scotland.
<b>The Faculty of Advocates</b>	Yes.		Yes.	No.	No, Legal services in other Member States are not covered except (a) in relation to practice in Scots law or European Community law, and (b) where that practice is clerked through an advocate's ordinary practice in Scotland.
<b>Bar of Northern Ireland</b>	Yes.		Yes. Solicitor£500.00 QCs. £250,000 Junior Counsel.	Yes.	Yes.
<b>Law Society of Northern Ireland</b>	Yes (article 63 of the Solicitors' (NI) Order 1976 and the Solicitors' Professional Indemnity Insurance Regulations 1976).	The current CCBE Code was adopted by these Society by the Solicitor's Practice (Cross-Border Code of Conduct) Regulations 2000 with effect from 1 <sup>st</sup> day of October 2000.	Solicitors must hold insurance under a Master Policy provided by the Society for all solicitors in private practice. This provides cover of £2 million each and every claim with an unlimited number of claims in each insurance period and with excess of £1750 payable in respect of each claim up to a limit of 3 claims paid in any one insurance period (sole practitioners) or 5 claims (partnerships).	Yes, provided the practice is not wholly conducted outside Northern Ireland or the Republic of Ireland. Consequently, Insurance cover under out Master Policy would extend to a solicitor established in another Member State, but with a practice base in Northern Ireland or the Republic of Ireland. If the solicitor did not have a practice as such in Northern Ireland, he may or may not be covered.	



<p><b>Scotland</b></p>	<p>The Law Society of Scotland is the body responsible for the regulation of solicitors in Scotland in terms of the Solicitors (Scotland) Act 1980. Section 44 of this text gives powers to the Society to make rules in relation to professional indemnity insurance and these are currently the Solicitors (Scotland) Professional Indemnity Insurance Regulations 1995. Under the 1995 rules, every solicitor who is, or is held out to the public as, a principal in private practice is required to be insured under an insurance policy ("master policy") taken out by the Council of the Society on the profession's behalf. Failure to comply with these requirements can be treated as professional misconduct under the Act and may lead to disciplinary action. The Society also operates a Guarantee Fund under section 43 of the 1980 Act. This fund is held for the purpose of making grants to compensate persons who suffer pecuniary loss by the reason of dishonesty on the part of a solicitor. This is particularly important for claims which would not be covered by the master policy.</p>	<p>Scottish solicitors are also required to abide by the rules contained in the CCBE Code of Conduct in relation to cross-border practice.</p>	<p>The terms of the master policy are negotiated by the Society on the professional's behalf and thus the policy provides uniform cover for the profession.</p>	<p>The policy covers "all manner of business carried on or transacted which is customarily (but not necessarily exclusively) carried on or transacted by solicitors in Scotland". The Society is the judge of whether work falls under this definition. The definition is thus quite wide and can cover both Scottish and international work, as well as work in a foreign country, where a member of the practice concerned is appropriately qualified. In each case, however, the whole circumstances would require to be considered.</p>
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**FIRST TABLE<sup>2</sup>: PART II  
EXAMPLES OF MINIMUM TERMS**

	Does the cover extend to all principals in the practice, including those who are non-lawyers or lawyers from other Member States?	Does the cover extend to employees and consultants, including non-lawyers?	Does the cover extend to the practice as a whole, including any body corporate?	Does the insurance provide cover against all civil liability arising from legal practice?	Does cover extend to all activities permitted to a lawyer in your Member State? and to all activities permitted under the Establishment Directive to a lawyer from your Member State who is established in another Member State?	What is the minimum cover? is it for each and every claim, or is it on an annual basis? is there defence costs, and if so, to what extent?	In the event of dishonesty by a partner, does cover extend to the other partners?	In the event of dishonesty by an employee, does cover extend to the principals?	Do the terms and conditions of the insurance prohibit the insurer from avoiding or repudiating the insurance on any grounds whatsoever, including non-disclosure or misrepresentation, even if fraudulent?
<b>Austria</b>	All partners must be covered, there are no "non-lawyer-principals".	As stated, there is no uniform insurance contract so that the terms, except for the legal minimum requirements, may vary. Some Bars offer the possibility to join a group-insurance on top of the basic minimum indemnity insurance.	As stated, there is no uniform insurance contract so that the terms, except for the legal minimum requirements, may vary. Some Bars offer the possibility to join a group-insurance on top of the basic minimum indemnity insurance. For "body corporate" in the sense of e.g. an unlimited liability	Yes, from legal practice as a lawyer.	Not necessarily. As stated, there is no uniform insurance contract so that the terms, except for the legal minimum requirements, may vary. Some Bars offer the possibility to join a group-insurance on top of the basic minimum indemnity insurance.	a)ATS 5.600.000 for each claim (ATS 33.600.000 for a lawyer GmbH). b)As stated, there is no uniform insurance contract so that the terms, except for the legal minimum requirements, may vary. Some Bars offer the possibility to join a group-insurance on top of the basic minimum indemnity	All partners must be covered also for claims which may result from their position as a partner.	Depending on the terms of contract and in so far as a mistake of an employee is within the liability of the lawyer.	See § 21a (5) and (6) RAO.  As stated, there is no uniform insurance contract so that the terms, except for the legal minimum requirements, may vary. Some Bars offer the possibility to join a group-insurance on top of the basic minimum indemnity insurance.

<sup>2</sup> Prepared with information sent by each CCBE Delegation.

<b>Belgium</b>	It depends on the insurance policies taken out.	It depends on the insurance policies taken out.	company the minimum covered sum is six times the sum required for an individual lawyer.	The insurance covers the whole civil liability within the framework of practice.	It depends on the insurance policies taken out.	insurance.	It depends on the insurance policies taken out.	No.	Such a provision would be null and void with regards to the law on insurance.
<b>Denmark<sup>3</sup></b>	Yes.	Yes.	Usually yes.	Yes.	Yes.	FIM 1.000.000 for each and every claim.	It depends on the insurance terms which can vary, but according to the Advocates Act the law firm is responsible in the event of dishonesty by a partner.	Yes.	Yes.
<b>Finland</b>	Yes.	Yes.	Usually yes.	Yes.	Yes.	FIM 1.000.000 for each and every claim.	It depends on the insurance terms which can vary, but according to the Advocates Act the law firm is responsible in the event of dishonesty by a partner.	Yes.	Yes.
<b>France</b>	Insurance contracts are in practice collective contracts taken out by Bar Associations which cover all the lawyers registered with the Bar (except some law firms at national or international level). Lawyers practising under Directive 98/5/EC may be covered by	The professional indemnity insurance covers only activities carried out by lawyers who are member of the practising structure, whether they are principals or employed legal assistants. Lawyers who are employer are covered for faults and negligence by their non lawyer staff.	The law provides that each principal is responsible for his own mistakes and that the law firm is jointly responsible with him. The insurance contract covers both principals and the legal entity.		Yes to both questions.			Yes.	Exclusions from cover are not forbidden.

<sup>3</sup> Cf. table n°1.

	collective insurance if the Bar Association decides so.	Every German lawyer is required to take out an insurance as long as he is a member of the local bar. The same duty exists for lawyers from other Member States who set up as a lawyer in Germany. The insurance covers all employees working for a lawyer. The latter is deemed responsible. It also covers defence costs.	There exists also a duty for indemnity insurance for lawyer's body corporate.	The insurance pays in case of a third person's right to damages or a right founded on legal, private liability rules. Indeed the damage must be caused in the execution of the occupation.	Atypical activities are not covered. The insurance only compensates for real pecuniary loss, which means that nothing is paid when a person or thing is harmed or in the case were financial loss occurs because of that. It is to mention that insurance companies voluntarily cover some of these cases. Violations connected with non-European law are not covered by the insurance.	The minimum sum amounts to 5.000.000 DM for every insurance case. Alongside the insurance of the limited company every single lawyer needs his own insurance. There is no insurance cover in case of wilful neglect of his duties by the lawyer when the lawyer knows and realises his duties. Negligent violations are not excluded by insurance cover.	Claims for damages because of misappropriation are not covered by the insurance. It is possible to exclude the insurance's liability for misappropriation of the lawyer's staff, relatives and partners even if the lawyer is responsible for their behaviour.	Claims for damages because of misappropriation are not covered by the insurance. It is possible to exclude the insurance's liability for misappropriation of the lawyer's staff, relatives and partners even if the lawyer is responsible for their behaviour.	
<b>Germany</b>									
<b>Greece<sup>4</sup></b>									
<b>Iceland</b>	The insurance is taken out for each practising lawyer within a firm and only covers exposure in respect of his own practise as well as deputy lawyer(s), working under his responsibility.	As referred to above, the insurance is taken out of each and every practising lawyer within a firm, but does not apply to other employees, except for deputy lawyer (s), working under his responsibility.	The insurance covers lawyers individually, but not the law firm itself or body corporate. If two more lawyers work together, they can apply for liability in solidum under	No, liability that lawyer accepts, which is greater than his liability as a lawyer, is not covered by the insurance. Further, liability for personal injury or damage to property is excluded.	Yes.	The minimum cover is approx. ISK. 16.600.000 (Euro : 187.250) per incident. Reasonable defence cost and interests are also covered by the insurance and are paid out pro rata in excess of	No.	No.	The insurance terms do not contain such terms, but according to the Icelandic Insurance Code, the insurer can repudiate coverage in case of non-disclosure,

<sup>4</sup> Cf. table n°1, there is no compulsory insurance scheme.

	As to lawyers from other countries within the EEA who work in Iceland, they must provide information confirming that they professional indemnity insurance with at least the same coverage, as the Icelandic law require, in the country where they operate or have their law firm located.	the lawyer's responsibility.	the policy and by doing that, the minimum coverage for each lawyers exceeding one, reduces of 10%.	Yes.	Yes.		It covers all activities permitted to a lawyer in Ireland. Regulations have yet to be made regarding the activities permitted under the Establishment Directive to an Irish lawyer established in another Member State.	the cover limit.	May fall within the remit of the compensation fund.	Yes.	Non disclosure would in all probability result in voiding the policy.	misrepresentation etc., on the basis that the insurance contract is void.
<b>Ireland</b> <b>Law Society of Ireland</b>	All practising solicitor in private practice.	Yes.	Yes.	Yes.				£1 Million each and every claim / £1.3 million from 01/01/2002.				
<b>Italy</b> <sup>5</sup> <b>Liechtenstein</b>	As far as the "practice" in another Member State is concerned, it might be relevant of what kind the											

<sup>5</sup> Cf. table n°1, there is no compulsory insurance scheme.

	professional activities in another Member State are. In this connection it is to be noted that Liechtenstein has not yet implemented the Establishment Directive.	Provided that they are registered with the Luxembourg Bar Association and are part of a firm, partners, including lawyers and lawyers from another Member State, are covered by the professional responsibility insurance.	Employees and consultants, including lawyers (provided they are employees) are covered by the insurance.	Lawyers are not allowed to practise under the form of a company but all the lawyers from a partnership are covered by the insurance.	The insurance covers the whole civil liability resulting from the exercise of law.	from a lawyer's professional activities.	This practise. This includes not only a lawyer's own misconduct or negligence but also the one of his employees.	The cover amounts to 50,000,000 LUF per claim. The lawyer must support an excess of 25 % of the amount of each claim with a minimum of 10,000 LUF and a maximum of 100,000 LUF.	The dishonesty by a partner is covered by his own insurance.	The dishonesty by an employee is covered by the insurance of the lawyer who employs the employee. An intentional crime is excluded.	The insurance policy is concluded by the Luxembourg Bar Association. Therefore, due to their membership to the Luxembourg Bar Association, all the lawyers are insured so that the insurer cannot refuse an insurance.
<b>Luxembourg</b>											
<b>The Netherlands<sup>6</sup></b>											
<b>Norway</b>							"The security shall cover the liability to pay compensation which the advocate may incur in the	"The amount of the security shall be at least 5.000.000 Kroner. In the case of advocates with			

<sup>6</sup> Cf. table n°1.

<sup>7</sup> Information from "Governmental Regulations" concerning security.

<b>Portugal</b>	<b>Waiting for the answer</b>												
<b>Spain<sup>8</sup></b>													
<b>Sweden</b>	The insurance covers all lawyers active in a firm.	Non lawyers are not included.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	No.

<sup>8</sup> It depends on possible terms set by the Bars.

The United-Kingdom:	Law Society of England and Wales and the Faculty of Advocates	Sole trader.	DNA.	Cover extends to all principals in the practice who are vicariously liable for the acts and omissions of their qualified and unqualified staff. Solicitors are not permitted to be partners with anyone who is not a solicitor in Northern Ireland and consequently, cover within a practice is limited to solicitors/principals/partners.	Yes.	Cover is for full civil liability arising in connection with the practice	Yes.	Sole trader.	Sole trader.	DNA.	Not applicable
	Bar of Northern Ireland	Sole trader.	DNA.	Cover extends to principals in the practice who are vicariously liable for the acts and omissions of their qualified and unqualified staff. Solicitors are not permitted to be partners with anyone who is not a solicitor in Northern Ireland and consequently, cover within a practice is limited to solicitors/principals/partners.	Yes.	Cover extends to the dishonesty of partners, in so far as relates to loss of clients funds and provided the "honest" partners had no knowledge of the dishonesty.	Yes.	Sole trader.	DNA.	It also extends to the dishonesty of employees on a similar basis.	The insurers may avoid or repudiate the insurance cover only on ground of fraud.
	Law Society of Northern Ireland	Sole trader.	DNA.	Cover extends to all principals in the practice who are vicariously liable for the acts and omissions of their qualified and unqualified staff. Solicitors are not permitted to be partners with anyone who is not a solicitor in Northern Ireland and consequently, cover within a practice is limited to solicitors/principals/partners.	Yes.	Cover extends to the dishonesty of partners, in so far as relates to loss of clients funds and provided the "honest" partners had no knowledge of the dishonesty.	Yes.	Sole trader.	DNA.	It also extends to the dishonesty of employees on a similar basis.	The insurers may avoid or repudiate the insurance cover only on ground of fraud.



<p><b>Scotland</b></p>	<p>Yes, subject to the general terms of the policy.</p>	<p>Yes, subject to the general terms of the policy.</p>	<p>Yes, subject to the general terms of the policy.</p>	<p>No, it is subject to various exceptions and limitations, including, for instance, trading losses or debts.</p>	<p>The cover would not extend to matters which would not customarily be carried out by solicitors in Scotland. For example, a solicitor may also legitimately be involved in non-legally related enterprises or another professional activity, and these would not be covered by the master policy.</p>	<p>The master policy provides cover of £1 million each and every claim. In addition, there is cover for defence costs incurred with the consent of the insurers. There is no limit on the extent of cover for defence costs. There is no prohibition on "top up" insurance being arranged by individual solicitors or practices, and this often happens.</p>	<p>Yes, provided they have not committed or condoned the dishonesty.</p>	<p>Yes, provided they have not committed or condoned the dishonesty.</p>	<p>The master policy cannot be avoided for reasons of non-disclosure or misrepresentation.</p>
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**SECOND TABLE ON PROFESSIONAL INDEMNITY INSURANCE <sup>9</sup>: PART III**

	<p><b>Preliminary question</b></p> <p>Was there any change in the compulsory feature to take out a professional indemnity insurance since the first study was carried out by the CCBE in 2001, taking out required through either law or professional regulation, or even a simple requirement resulting from the registration to the Bar?</p>	<p><b>Question n°1: Insurance companies and insurance brokers</b></p> <p><b>1.1</b> If the Bar collectively negotiates an insurance policy for its members, could you, please, give us the name and address (telephone, fax, e-mail, and contact) of your insurance company and of your insurance broker?</p> <p><b>1.2</b> If the insurance policy was not directly negotiated by the Bar but individually by lawyers,</p> <p>(a) Do you maintain some control in order to check the taking out of an insurance policy by your members? If yes, is it systematic or occasional?</p> <p>(b) Could you give us the companies' names and brokers' names, which are commonly used by lawyers?</p> <p>(c) Do lawyers grouping together in order to negotiate the policies' conditions? How are they organised?</p>	<p><b>Question n°2 : Insurance premium</b></p> <p><b>2.1</b> What is the amount of the insurance premium? How is the amount of insurance premium (price structure) established: according to turnover, law firm size, seniority of practice or other criteria?</p> <p><b>2.2</b> Does this amount vary according to the territorial extent of the lawyer's activities, for instance if the latter works from time to time or on a permanent basis in a State other than the one where s/he is qualified?</p> <p><b>2.3</b> If this is the case, how is it fixed and according to what criteria?</p>	<p><b>Question n°3 : Trends of the insurance premium since 1<sup>st</sup> January 2000</b></p> <p><b>3.1</b> Have there been any changes in premiums levels and/or in the criteria to determine insurance premiums since 1<sup>st</sup> January 2000?</p> <p><b>3.2</b> If this is the case, could you tell us what was changed:</p> <ul style="list-style-type: none"> <li>- on 1<sup>st</sup> January 2000?</li> <li>- on 1<sup>st</sup> January 2001?</li> <li>- on 1<sup>st</sup> January 2002?</li> </ul>	<p><b>Question n°4 : Trends in the extent of insurance coverage</b></p> <p><b>4.1</b> If the insurance premium has increased, could you, please, tell us if the extent of insurance coverage has decreased or been modified in any way?</p> <p><b>4.2</b> If this is the case, could you, please, tell us precisely what change has occurred with regard to the extent of insurance coverage in previous years? (on 1<sup>st</sup> January 2000, 2001, 2002)?</p>
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<sup>9</sup> Prepared with information sent by each CCBE Delegation within a period from June to October 2002.  
CCBE – OCTOBER 2002

<p><b>Austria</b><sup>10</sup></p>	<p>There have not been any changes in comparison with the response of 25 April 2001 of the Austrian Federal Bar Association.</p>	<p><b>1.1.</b> The Upper Austria Bar indicated as insurance company: Gerling-Konzern Allgemeine Versicherungs-AG, Freistädterstraße 313, 4040 Linz, tel. +43 732 757 133 (local central centre), tel. +43 1 378 83-60 (head office for Austria).</p> <p>The Vorarlberg Bar and the Upper Austria Bar indicated as insurance broker: AON Jauch und Hübener GmbH, Blechturmstraße 11, 1050 Vienna, Austria, tel. +43 1 545 16 86-0, fax +43 1 545 16 86-44.</p> <p>The Burgenland Bar indicated that basic insurance is arranged individually by the lawyer. The insurance against substantial damages (Großschaden-Versicherung) is arranged by the Vienna Bar.</p> <p><b>1.2.</b> Upper Austria Bar: <u>Pre-</u>information: The amount insured by the insurance against substantial damages (Großschaden-Versicherung) of the Bar amounts to € 581.383,-. The insurance against substantial damages provides a deductible of at least € 21.802,-; each lawyer has to take out a basis insurance that must be at least as high as this.</p> <p>(a) Prior to the registration in</p>	<p><b>2.1.</b> Burgenland Bar: Most insurance premiums are calculated on the basis per capita (lawyer). Another system calculates according to turnover.</p> <p>Upper Austria Bar: insurance against substantial damages (Großschaden-Versicherung) of the Bar amounts to € 943,-/per lawyer per year.</p> <ul style="list-style-type: none"> <li>- the premium for the basis insurance is not known.</li> <li>- when the old contracts were adjusted according to the new legal provisions in 1999 many lawyers lamented that the old contracts (fixed amounts) are not continued any more but that from now on the premium was established according to turnover.</li> </ul> <p>Vorarlberg Bar: The amount of the insurance premium is extremely different; there used to be fixed amounts according to the number of lawyers and associates working with a law firm but from now on the premium is often established according to turnover.</p> <p><b>2.2.</b> Burgenland Bar: This amount does not vary according to the territorial extent. Common lawyers insurance's cover all activities in Europe. For other countries a special arrangement has to be made.</p>	<p><b>3.1.</b> Burgenland Bar: Pressure to change from per capita calculation of premiums to turnover calculation. Affects only new contracts. The insurance premiums have not increased however the calculation on a turnover basis could lead to increased premiums.</p> <p>Upper Austria Bar: See above answer to question 2.1. (the new legal provisions which entered into force on 1 January 2000 lead partly to substantial increases of insurance premiums cause henceforth the premium is often established according to the turnover).</p> <p>Vorarlberg Bar: See above. Further changes in premiums levels are not known.</p> <p><b>3.2.</b></p>	<p><b>4.1.</b> Upper Austria Bar: Increase of the amount insured, loss of the limited run-off cover, partly also extension to European coverage.</p> <p>Vorarlberg Bar: See above. There is a tendency from the purely Austrian coverage to EEA, then EU and henceforth European wide coverage (geographically). Because of the amendment of the RAO the insurance amounts are currently increased.</p> <p><b>4.2.</b></p>
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<sup>10</sup> Only three of the nine Austrian Bar Associations have answered to the questionnaire, i.e. the Burgenland Bar, the Upper Austria Bar and the Vorarlberg Bar.  
CCBE – OCTOBER 2002

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		<p>selected as broker to negotiate the conditions for lawyers.</p> <p>Upper Austria Bar: no, not known.</p> <p>Vorarlberg Bar: Insurance policies are usually individually taken out by each law firm respectively each lawyer and not by groups.</p> <p><b>1.1.</b> Insurance company : AGF ; Broker : MARSH.</p>	<p><b>2.1.</b> Basis : - 1250 000,- EUR Cover - 320,- EUR Premium. Discussion every 3 years according to Bonus Malus (according to the number of claims). Paid by the lawyer; # per law firm.</p> <p><b>2.2.</b> No</p>	<p><b>3.1.</b> Because of the number of claims ( malus) in 2000: +15%.</p> <p><b>3.2.</b></p> <ul style="list-style-type: none"> <li>- No</li> <li>- +15%</li> <li>- No</li> </ul>	<p><b>4.1.</b> The cover is still the same.</p> <p><b>4.2.</b> None.</p>
<p><b>Belgium</b></p>		<p><b>1.1.</b>The Law Society does not negotiate an insurance policy but The Service Company (a company fully owned by the Law Society) has negotiated an insurance with AIG. Members of the Law Society may decide to take out an insurance with this company but are not in any way obliged to do so. Members are obliged however to take out an insurance.</p> <p><b>1.2.</b></p> <ul style="list-style-type: none"> <li>a) The Law Society systematically controls that lawyers fulfil their obligations and take out an insurance policy with the minimum required coverage.</li> <li>b) Among commonly used companies are: Codan; Tryg; AIG, CNA. Among brokers: Marsh and Willis.</li> <li>c) The Law Society is not</li> </ul>	<p><b>2.1.</b> The insurance companies will settle the premium in negotiations with the lawyers who wish to take out an insurance. The Law Society is not involved in these negotiations and details hereof are not disclosed to the Law Society. The Law Society assumes the turnover, size of law firm, seniority of practise will be considered as will probably any previous claims for damages, the law firms areas of practice whether it be company or private law or a mixture.</p> <p><b>2.2.</b> The Law Society assumes the premium will vary according to the territorial extent of the lawyers activities.</p> <p><b>2.3.</b> The Law Society is not involved in premium negotiations as such.</p>	<p><b>3.1.</b> In the period 1998-2000 there has been a slight decrease in the premiums following increased competition among the insurance companies. Hereafter there has been slight increases on 3-4% per year on average due to general increase in prices.</p> <p><b>3.2.</b> Re 3.1.</p>	<p><b>4.1.</b> No major changes in the coverage apart from the fact that since 2000 it has been possible to include coverage for gross negligence.</p> <p><b>4.2.</b> Re 4.1.</p>
<p><b>Denmark</b></p>		<p><b>1.1.</b>The Law Society does not negotiate an insurance policy but The Service Company (a company fully owned by the Law Society) has negotiated an insurance with AIG. Members of the Law Society may decide to take out an insurance with this company but are not in any way obliged to do so. Members are obliged however to take out an insurance.</p> <p><b>1.2.</b></p> <ul style="list-style-type: none"> <li>a) The Law Society systematically controls that lawyers fulfil their obligations and take out an insurance policy with the minimum required coverage.</li> <li>b) Among commonly used companies are: Codan; Tryg; AIG, CNA. Among brokers: Marsh and Willis.</li> <li>c) The Law Society is not</li> </ul>	<p><b>2.1.</b> The insurance companies will settle the premium in negotiations with the lawyers who wish to take out an insurance. The Law Society is not involved in these negotiations and details hereof are not disclosed to the Law Society. The Law Society assumes the turnover, size of law firm, seniority of practise will be considered as will probably any previous claims for damages, the law firms areas of practice whether it be company or private law or a mixture.</p> <p><b>2.2.</b> The Law Society assumes the premium will vary according to the territorial extent of the lawyers activities.</p> <p><b>2.3.</b> The Law Society is not involved in premium negotiations as such.</p>	<p><b>3.1.</b> In the period 1998-2000 there has been a slight decrease in the premiums following increased competition among the insurance companies. Hereafter there has been slight increases on 3-4% per year on average due to general increase in prices.</p> <p><b>3.2.</b> Re 3.1.</p>	<p><b>4.1.</b> No major changes in the coverage apart from the fact that since 2000 it has been possible to include coverage for gross negligence.</p> <p><b>4.2.</b> Re 4.1.</p>

		<p>aware of any grouping together apart from the negotiations through the Service Company that can be seen as a grouping together.</p> <p><b>1.1.</b> The Finnish Bar Association doesn't negotiate collectively.</p> <p><b>1.2.(a)</b> The control is systematic.</p> <p>(b) Vahinkovakuutusosakeyhtiö Pohjola, Jussi Laasonen, Lapinmäentie 1, FIN 00350 Helsinki, Fax +358 10 559 3066, E-mail: <a href="mailto:jussi.laasonen@pohjola.fi">jussi.laasonen@pohjola.fi</a></p> <p>IF Vahinkovakuutusyhtiö Oy, Tiina Schaarschmidt-Pernaa, PI 2014, FIN 20025 IF, p. +358 10 5144157 Email <a href="mailto:tiina.schaarschmidt-pernaa@ifvakuutus.fi">tiina.schaarschmidt-pernaa@ifvakuutus.fi</a></p> <p>Suomen Vakuutusyhtiöiden Keskusliitto ry, Hannu Ijäs, Bulevardi 28, FIN 00120 Helsinki, Email: <a href="mailto:hannu.ijas@vakes.fi">hannu.ijas@vakes.fi</a> Fax + 358 9 6804 0255</p> <p><b>1.3.</b> Presumably they don't.</p>	<p><b>2.1.</b> Minimum amount is 168,187.- EUR. The amount is established according to the law firm size (the amount of practising lawyers).</p> <p><b>2.2.</b> No.</p>	<p><b>3.1.</b> No special changes.</p>	<p><b>4.1.</b> No.</p>
<p><b>Finland</b></p>	<p>No changes.</p>				
<p><b>France</b></p>	<p>No changes.</p>	<p><b>1.3.</b> Presumably they don't.</p> <p>Insurance company: Mutuelles du Mans Assurances 19/21 rue Chanzy 72030 LE MANS CEDEX 9</p> <p>Broker: AON 45 rue Kléber 92697 LEVALLOIS PERRET CEDEX Contact: Jérôme GOY.</p>	<p><b>2.1.</b> Professional indemnity insurance: 904.- EUR per lawyer; the premium is paid by the Bar Association and allocated among lawyers by the Bar Association according to seniority.</p> <p><b>2.2.</b> No.</p>	<p><b>3.1.</b> + 6,8 %.</p> <p><b>3.2.</b> 5 552 FF.</p> <p>- 904.-EUR</p>	<p><b>4.1.</b> No.</p> <p><b>4.2.</b></p>
<p><b>Germany</b></p>		<p><b>1.1.</b> Neither the Bundesrechtsanwaltskammer</p>	<p><b>2.1.</b> The amount of the insurance premiums varies</p>	<p><b>3.1.</b> The premium levels are subject to constant changes</p>	<p><b>4.1.</b> The minimum insurance coverage is precisely</p>

	<p>(German Federal Bar) nor the separate German Bars collectively negotiate an insurance policy for their members.</p> <p><b>1.2. a)</b> There is a systematic control of the taking out of insurance policies. Each lawyer is obliged, when applying for his admission to the Bar, to prove the existence of a Professional indemnity insurance contract. If s/he fails to do so, the admission will not be given and therefore the lawyer will not be allowed to practice.</p> <p>Moreover, the respective insurance company is bound to inform the Bar and the responsible state-authorities on any termination of the policy as well as on any other modifications of the contract, that have a negative influence on the security given by the insurance. If the respective lawyer fails to obtain a (new) insurance policy that meets the minimum standard, his admission will be withdrawn.</p> <p>b) See. Appendix 1: list of insurance companies.</p> <p>c) Not generally, although some of the larger law firms negotiate special conditions and premiums. They often use the services of insurance brokers in order to obtain these special conditions.</p>	<p>among the insurance companies. The same applies to the price structure:</p> <p>If the minimum insurance amount of 250,000.- EUR is negotiated, the premium range for a single lawyer or the first partner in a law firm stretches from about 700.- to about 770.- EUR, mainly between 750.- and 770.- EUR.</p> <p>In many cases there are reductions on the premium for additional partners of the same law firm as well as for employed lawyers. Moreover, there are usually considerable reductions, in many cases of 50 %, for newly admitted lawyers in their first year.</p> <p>Only one insurance company (Assekuranz Freier Berufe, AFB) follows a different approach in fixing the premium. It calculates the premium on the basis of the lawyer's turnover.</p> <p>Premiums rise, of course, if a lawyer voluntarily decides to insure against a higher risk. If, for example, a sum insured of 1,000,000.- EUR is negotiated, the fee will usually amount to from 1,400.- to 1,500.- EUR.</p> <p><b>2.2.</b> The BRAO (Bundesrechtsanwaltsordnung – German Lawyers' Act) only allows certain restrictions on the insurance. Thus the minimum insurance covers all activities performed from a German office with the sole exception of activities in non-</p>	<p>by the insurance companies. To what extent there have been changes in the premium levels since 2000 cannot be said precisely. The last survey by the Bundesrechtsanwaltskammer was carried out in 1997. It has been noticed, however, that there has been an increase in notices of termination of agreement by insurance companies towards the end of 2001 due to their impression that the occurrence of events insured against was too high. Several companies have already announced that they are planning to reconsider their premiums. Thus a considerable rise in premium levels has to be expected; especially since there has recently been a substantial increase in the premiums of notaries' insurances.</p> <p><b>3.2.</b> An answer to this question could only be obtained directly from the respective insurance companies.</p>	<p>regulated in the German Lawyer's Act. These provisions have not been amended since 1994. The insurance contracts, while respecting these minimum standards, usually do not cover a wider range of risks. Thus there is practically no room for a decrease in coverage.</p> <p><b>4.2.</b> See above.</p>
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			<p>European law and/or at non-European courts.</p> <p><b>2.3.</b> Activities performed from offices outside Germany are not covered, since the insurance conditions make use of the respective restriction allowed by the German Lawyers' Act.</p> <p><b>2.4.</b> see above</p>		
<p><b>Greece</b></p>	<p>Greek lawyers are not obliged to take out professional indemnity insurance either by law or professional regulation. Actually, Athens Bar Association is negotiating with insurance companies a contract concerning the indemnity insurance of all its members; the Bar would like to include in that contract PI insurance. But as there is not yet any law or professional regulation imposing as to comply with the CCBE Code concerning insurance obligation, the insurance companies avoid to include in their proposals PI obligation saying they have no experience in that field and that they cannot offer a serious proposal.</p>				
<p><b>Iceland</b></p>	<p>Nothing has changed since the 2001 questionnaire was turned in.</p>	<p><b>1.1.</b> Not applicable.</p> <p><b>1.2.</b> (a) Yes, the insurance companies systematically provide information on all insurance policies taken out by lawyers as well as information on all cancellations of such policies.</p> <p>(b) Below, please find names of the three largest insurance</p>	<p><b>2.1.</b> The current premium amount is ISK. 72,000 (843.- EUR) per lawyer. If a lawyer has a deputy lawyer working under his supervision, the lawyer pays additional 10% of this amount in premium for the deputy.</p> <p>The premium amount is fixed, e.g. is not affected by turnover, law firm size, seniority of practice or other</p>	<p><b>3.1.</b> Yes, but only in line with the inflation in Iceland during the period.</p> <p><b>3.2.</b></p> <p>- Premium ISK. 64,000 (750.- EUR).</p> <p>- Premium ISK. 67,000 (785.- EUR).</p> <p>- Premium ISK. 72,000 (852.-</p>	<p><b>4.1.</b> The insurance coverage has not decreased or been modified in any way during the given time period.</p> <p><b>4.2.</b> Not applicable.</p>



		<p>companies in Iceland, which together have approx. 95% of the professional indemnity insurance policies in force.</p> <p>Sjóvá-Álmennar tryggingar hf. Kringlunni 5 103 Reykjavík Tel.: (+354) 569 2500 Fax.: (+354) 581 3718 E-mail: sjova@sjova.is Web page: www.sjova.is</p> <p>Vátryggingafélag Íslands hf. Armúla 3 108 Reykjavík Tel.: (+354) 560 5060 Fax.: (+354) 560 5108 E-mail: upplýsingar@vis.is Web page: www.vis.is</p> <p>Tryggingamiðstöðin hf. Aðalstræti 6-8 101 Reykjavík Tel.: (+354) 515 2000 Fax.: (+354) 515 2020 E-mail: tm@tmhf.is Web page: www.tmhf.is</p> <p>(c) No.</p>	<p>factors.</p> <p><b>2.2.</b> The premium amount does not vary according to the territorial extent of the lawyer's activities, as long as he is working within the EEA. If a lawyer intends to establish a law firm outside the EEA, his work is not covered by the policy and the lawyer has to negotiate new policy terms or obtain a sufficient insurance cover in the working state.</p> <p><b>2.3.</b> Not applicable.</p>	<p>EUR)</p>	
<p><b>Ireland</b> <b>Irish Bar</b></p>		<p><b>1.1.</b> John Bisset Coyle Hamilton Ltd 7-9 South Leinster Street, Dublin 2 Ireland Tel: +353-1-639.6453 John.bissett@coylehamilton.com</p> <p><b>1.2.</b> Not applicable (N/a)</p>	<p><b>2.1</b> Premium is on a per capita basis.</p> <p><b>2.2</b> Premium applies to Barristers conducting most of their practice in Ireland.</p> <p><b>2.3</b> N/a</p>	<p><b>3.1</b> Yes. Premiums increased substantially in May 2002</p> <p><b>3.2</b> -No change -No change -Premium increased by 10%</p>	<p><b>4.1.</b> No.</p> <p><b>4.2.</b> N/a.</p>
<p><b>Italy</b></p>	<p>Professional indemnity insurance is still not compulsory. There is only insurance which</p>				

	<p>covers lawyers' fees and expenses of clients.</p> <p>Limiting liability is banned by law (art 2740, 2<sup>nd</sup> paragraph, of the Italian Civil Code).</p> <p>The Consiglio Nazionale Forense approved during its session on 19 April 2002 the text of a bill drafted by Luigi Giacomo Scassellati Storzolini (Head of the Italian Delegation) to make compulsory in Italy professional indemnity insurance for lawyers.</p> <p>Moreover, in the draft reform of lawyers' professional regulation, professional indemnity insurance is included.</p> <p>In the Italian law of implementation of the European Directive 5/98/EC, the creation of companies of professionals (STP) is provided for, but not compulsory professional indemnity insurance.</p>				
<p><b>Liechtenstein</b></p>		<p><b>1.1.</b> The Liechtenstein Bar Association (the Bar) does not collectively negotiate an insurance policy for its members.</p> <p><b>1.2.(a)</b> The insurance policies are negotiated individually by the lawyers. When applying for registration with the Liechtenstein Financial Services Authority (the Authority), lawyers have to furnish proof regarding existing insurance policy. Upon registration the power to maintain control is vested by</p>	<p><b>2.1.</b></p> <p><b>2.2.</b></p> <p><b>2.3.</b> This information is not available. However, the Bar is about to ask all lawyers to obtain more information.</p>	<p><b>3.1.</b></p> <p><b>3.2.</b> This information is not available. However, the Bar is about to ask all lawyers to obtain more information.</p>	<p><b>4.1.</b></p> <p><b>4.2.</b> There is no information available.</p>

		the Bar. The Bar is about to arrange for a systematic control of all lawyers registered in Liechtenstein. (b) For the time being this information is not available. However, the Bar is about to ask all lawyers for the insurance companies' names. (c) Lawyers are not usually grouping in order to negotiate policies' conditions.			
<b>Luxembourg</b>		1.1. Broker: Marsh in Brussels Insurance company: AGF Luxembourg	<p><b>2.1.</b> The premium is fixed by contract with an amount of 430.99 EUR inclusive of tax.</p> <p><b>2.2.</b> The insurance policy covers consequences of facts which took place in the whole world for activities carried out by the lawyer from his Luxembourg law firm.</p>	<b>3.1.</b> No change.	
<b>The Netherlands</b>		<p><b>1.1.</b> We have a non compulsory collective policy. Every firm is free to negotiate its own insurance. For the collective police AON is our broker.</p> <p><b>1.2.</b></p> <p>a) The Dutch Bar checks the existence of policies yearly in every firm.</p> <p>b) Nationale Nederlanden, Bloemers Nassau Group.</p> <p>c) Not to our knowledge.</p>	<p><b>2.1.</b> We have no insight in premiums. All matters mentioned in the question are of influence on the premium.</p> <p><b>2.2.</b> Our policies insure the quality as a Dutch lawyer, the cover in that capacity is world wide.</p> <p><b>2.3.</b> Unknown.</p>	<p><b>3.1.</b> We have no market information. Premiums are calculated firm by firm and sometimes by individual (large) case.</p> <p><b>3.2.</b> See 3.1.</p>	<p><b>4.1.</b> See 3.1.</p> <p><b>4.2.</b> See 3.1.</p>
<b>Norway</b>		<p><b>1.1.</b> Most of our member use our collective agreement with: Forsikringselskapet Vesta. Contact Mr. Truls Holm Olsen, fax 23 29 73 18, e-mail: <a href="mailto:truls.holm.olsen@vesta.no">truls.holm.olsen@vesta.no</a></p> <p>The agreement consists of both the security required by law NKR 5 million and the</p>	<p><b>2.1.</b> In our agreement, NKR 6.500,- p.a. including both the security and the insurance.</p> <p><b>2.2.</b> It covers ordinary practice in Norway.</p>	<b>3.1.</b> No.	

		advocates insurance for the same amount. <b>1.2.</b> b) In addition to Vesta : Forsikringselskapet IF, fax 22 31 57 90 c) No.				
<b>Portugal</b>	Our members are not obliged, either by law or by professional regulation, to take out a professional indemnity insurance. Even if the CCBE Code of conduct has been approved by the « <i>Ordem dos Advogados Portugueses</i> », there is no obligation either by law or professional regulation to comply with the CCBE code concerning insurance obligation.					
<b>Spain</b>		<b>1.1.</b> Central Técnica Correduría de Seguros, SA C/Genova 10-2º 28004 Madrid Tel. +34 91 7004840 Fax. +34 91 7004847 Contact: Javier Granero  AON Gil y Carvajal, S.A. MADRID Mejía Lequerica, 8 Madrid 28004 Contact : Lourdes Candel Tel : +34 91 909 93 09 Fax : +34 91 447 51 77	<b>2.1.</b> Variable. 2 options : with or without uninsured excess. It depends on each Bar.  <b>2.2.</b> Most contracts have specific provisions in this respect.  <b>2.3.</b> It depends. E.g. members of the Bars' Junta de Gobierno are specifically covered for assistance in congresses and international meetings (world-wide cover).	<b>3.1.</b> Yes, in most Bars there was an increase.  <b>3.2.</b> - Premium for the period: SEK 3,250 (6 months).	<b>4.1.</b> Difficult to assess as some aspects have decreased and others increased.  <b>4.2.</b> E.g. the above mentioned provisions which take into account the Directives on free rendering of services and of establishment.	
<b>Sweden</b>		<b>1.1.</b> Insurer: Länsförsäkringar AB, 106 50 STOCKHOLM, Contact: Tommy Forssberg, tel. +46 856283071  Broker: Marsh AB, Klara Norra Kyrkogata 29, 111 22 STOCKHOLM,	<b>2.1.</b> The compulsory part of the insurance has a limit of SEK 3,000,000.- each loss and the annual premium <u>per lawyer</u> is 6,800 SEK.  <b>2.2.</b> No, the premium of 6,800 SEK is equal irrespective where the lawyer works,	<b>3.1.</b> A long term agreement (3yrs) was entered with the Insurer in 2000 stating an annual premium per lawyer as per below:  <b>3.2.</b> - Premium for the period: SEK 3,250 (6 months).	<b>4.1.</b> The insurance was arranged for a long term period of three years incepting 1 July 2000. The policy is renewed annually at expiring terms and conditions and will be subject to negotiation 1 January 2004. Consequently, no insurance coverage will be	

		<p>Contact: Anders Bergsten and Göran Bergeling, tel. +46 8 412 42 00; e-mail: firstname.lastname@marsh.com</p> <p><b>1.2.</b> N/a.</p>	<p>however only within the Nordic countries, i.e. Sweden, Denmark, Norway, Finland and Iceland. The Insurance does not cover loss caused by work performed outside these countries.</p> <p><b>2.3.</b> N/a.</p>	<p>- Annual premium per lawyer: SEK 6,600.</p> <p>- Annual premium per lawyer: SEK 6,800.</p>	<p>modified during this period.</p> <p><b>4.2.</b> N/a.</p>
<p><b>The Kingdom of United The Law Society of England and Wales</b></p>	<p>No change.</p>	<p><b>1.1.</b> Under the Solicitors' Indemnity Insurance Rules made by the Council of the Law Society with the concurrence of the Master of the Rolls, principals in private practice are required to secure professional indemnity insurance complying with certain Minimum Terms and Conditions, from any of the Qualifying Insurers. Any insurer authorised to conduct business in the UK can become a Qualifying Insurer provided they sign a Qualifying Insurers' Agreement under which they agree to provide policies of qualifying insurance which comply with the Minimum Terms and Conditions and to participate in the Assigned Risks Pool (ARP).</p> <p>Each firm is obliged to arrange its professional indemnity insurance with one or more Qualifying Insurers, or to be admitted to the ARP. That insurance must comply with the Minimum Terms and Conditions.</p> <p>When drawing up the Minimum Terms and Conditions and reviewing their</p>	<p><b>2.1.</b> The amount of the insurance premium is determined by the underwriters of each Qualifying Insurer. The sorts of factors that they take into account include gross fees of the practice, type of work undertaken, claims record, quality marks obtained.</p> <p>The premium payable by firms who are members of the ARP are prescribed in Appendix 2 of the Solicitors' Indemnity Insurance Rules and are related solely to gross fees. The rates are set loosely on the rate of contribution that would have been payable to the Solicitors Indemnity Fund prior to 1<sup>st</sup> September 2000 (which is the date on which the new arrangements came into effect) for a practice doing high risk work with a poor claims record. For firms with gross fees of £500,000 or less, the ARP contribution rate is 25% of gross fees declared.</p> <p><b>2.2.</b> The compulsory cover is limited to practice from offices in England and Wales. This means that cover would be provided in respect of work done from an office in England</p>	<p><b>3.1.</b> The indemnity year runs from 1<sup>st</sup> September to 31<sup>st</sup> August. In the period 1<sup>st</sup> January 2000 to 31<sup>st</sup> August 2000 the primary layer of professional indemnity cover (with an indemnity limit of £1 million each and every claim) was provided through a statutory fund set up under the Solicitors' Act 1974 called the Contributions to the Fund were prescribed by the Solicitors' Indemnity Rules.</p> <p><b>3.2.</b> It is difficult to comment on premium levels as these would vary as between different practices. What can be referred to is the premium pool for the profession as a whole. These are set out below.</p> <p>- For the indemnity year 1<sup>st</sup> September 1999 to 31<sup>st</sup> August 2000 the SIF contribution requirement was set at £255 million. This figure included contingencies for claims that might arise from Y2K and the possibility of accelerated reporting of circumstances in the run-up to the switch to the open market with effect from 1<sup>st</sup> September</p>	<p><b>4.1.</b> There was a significant decrease in insurance premium from the 1999/2000 indemnity year to the 2000/2001 indemnity year for a variety of different reasons. First, there was specific additional contingencies built into the 1999/2000 SIF contribution connected with Y2k and the fact that it was the final year of the Fund. Second, run-off cover was provided by SIF at no additional charge to retiring practitioners. The cost of run-off cover was borne by the ongoing profession as part of their indemnity premiums. Since 1<sup>st</sup> September 2000, where a practice ceases with no successor practice, then six years compulsory run-off cover is triggered and Qualifying Insurers are typically charging between two and three times the annual premium for the six year run-off cover. It is generally accepted that the current premium levels are too low for insurers to make a reasonable profit and irrespective of other external factors, there will be upward pressure on premium rates.</p>

	<p>operation, the Law Society has received insurance advice from Marsh Limited. Contact details: Ray Brown, Marsh Limited, 1 The Marsh Centre, London, E1 8DX; telephone 020 7357 1000; Fax 020 7357 3924; E-mail address: <a href="mailto:Raymond.J.Brown@marshmc.com">Raymond.J.Brown@marshmc.com</a>.</p> <p><b>1.2.</b></p> <p>a) There are a range of controls in place to check that firms have effected qualifying insurance. Evidence of qualifying insurance is a requirement for obtaining a practising certificate or registration as a Registered European Lawyer. Practitioners are not permitted to practice without current professional indemnity insurance in force. The Law Society also undertakes visits to firms for purposes of monitoring compliance with various Rules and as part of those visits, checks are made on firms' policies of qualifying insurance. Firms which hold client's money are required to submit accountants reports to the Law Society and as part of that report, the accountants are required to confirm it has in place, a policy of qualifying insurance covering the period of the report.</p> <p>b) See in the annexe 2 the list of Qualifying Insurers for the 2001/2002 indemnity year together with a selection of some of the Brokers who are used by lawyers to place qualifying insurance or:</p>	<p>and Wales, albeit that a solicitor may travel abroad to advise a client. If a lawyer moves from England and Wales to another state on a permanent basis, then any advice given whilst practising wholly overseas will be subject to the indemnity requirements under the Solicitors' Overseas Practice Rules rather than the Solicitors' Indemnity Insurance Rules. The Solicitors' Overseas Practice Rules impose a more general requirement for solicitors to have in place professional indemnity insurance appropriate for the jurisdiction in which they are working.</p> <p>It will be up to individual underwriters to assess the extent, if any, that the premiums might be affected for practice overseas from an office based in England and Wales.</p> <p><b>2.3.</b> See 2.2.</p>	<p>2000.</p> <p>- In the indemnity period 1<sup>st</sup> September 2000 to 31<sup>st</sup> August 2001 the premium pool was £147.5 million.</p> <p>- For the indemnity period 1<sup>st</sup> September 2001 to 31<sup>st</sup> August 2002 the premium pool was £161 million.</p>	<p><b>4.2.</b> As referred to above, the most significant change was the move from SIF to a scheme based on Qualifying Insurers which came into effect on 1<sup>st</sup> September 2000. There were a few changes to the Minimum Terms and Conditions on 1<sup>st</sup> September 2001 but none of that would materially affect insurers' premiums.</p>
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<p><b>The General Council of the Bar of England and Wales</b></p>	<p>This response is by the Bar Mutual Indemnity Fund Limited, the compulsory professional indemnity insurer of Barristers in England and Wales. It does not purport to answer in relation to Solicitors.</p>	<p>www.lawsociety.org.uk. c) Not known. 1.1. The Bar Council's compulsory scheme is : The Bar Mutual Indemnity Fund Limited International House 26 Creechurch Lane London EC3A 5BA Tel: 020 7621 0405 Fax : 020 723 5988</p>	<p>2.1. The minimum premium is £63 – the maximum is £12,718. The actual premium paid by a barrister is determined by a) fee income b) type of work c) level of cover requested. 2.2. The cover provided relates to - (Rule 4.2.1) i) the supply of Legal Services as a Practising Barrister or Registered European Law a) in England and Wales; or b) in English law anywhere in the world; or c) in any common law jurisdiction (other than the United States or Canada). 2.3. Cover as a "foreign lawyer" – where the barrister is dual qualified – is available for an additional premium – the minimum premium is £105 but is then dependent on fee income.</p>	<p>3.1. The basis for charging premiums has decreased since January 2000. 3.2 - The rates for some types of work were altered; there was an increase in the discount from 5% to 10%. - There was a reduction in rates and an increase in the discount from 10% to 15%. - No change</p>	
<p><b>Bar of Northern Ireland</b></p>	<p>No difference.</p>	<p>1.1. Mr Peter Kelly, Marsh UK Ltd, Bedford House, Bedford Street, Belfast, BT2 7DX Telephone 02890 556100 Fax 02890 556166</p>	<p>2.1. Total Premium is £132,000. The amount per individual varies according to Seniority and amount of cover required. For example non QC's pay £130 for £250,000 Limit of Indemnity and £255 for £500,000 Limit of Indemnity. QC's pay £315 for 500,000 Limit of Indemnity. 2.2. No.</p>	<p>3.1. Yes. 3.2. - None - None. - Premiums have increased by between 10% and 20%. The Bar Council can now dictate how the premium is spread within the Bar although it elected to use the Insurers recommendation this</p>	<p>4.1. No. 4.2.</p>

<p><b>Law Society of Northern Ireland</b></p>		<p><b>1.1.</b> Broker : Marsh UK Ltd, Bedford House, Bedford Street, Belfast, BT2 7DX, Tel : +44 28 90556100; Fax : +44 28 90556166 Contact: Tom Mc Grath or Peter Kelly  <b>Insurers :</b>  Limit Underwriting Ltd., 88 Leadenhall Street, London, EC3A3BP  Tel: +44 20 7898 6000;  Contact : David Harries.</p> <p><b>1.2.</b> N/a.</p>	<p><b>2.1.</b> Overall 'collegiate' premium is allocated according to the number of partners, assistant solicitors and claims experience.</p> <p><b>2.2.</b> Yes.</p> <p><b>2.3.</b> Fixed amount per jurisdiction in practice the two most relevant jurisdictions are Northern Ireland and the Republic of Ireland.</p>	<p>year.</p> <p><b>3.1.</b> Yes.</p> <p><b>3.2.</b> Premium levels have increased due to claims experience.</p>	<p><b>4.1.</b> uninsured excess has increased.</p> <p><b>4.2.</b> excess increase as at 2001 and 2002.</p>
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<p><b>Scotland The Faculty of Advocates</b></p>		<p><b>1.1.</b> Insurance company: Royal &amp; Sun Alliance plc, 206 St Vincent Street, Glasgow G2 5SY.  Broker: Marsh.</p>	<p><b>2.1.</b> Premium varies according to level of cover selected. The minimum cover which can be selected is £ 200,000 per year. There is no upper limit. Premium levels are confidential and cannot be disclosed. <b>2.3.</b> N/a.</p>	<p><b>3.1.</b> Increases in premium levels.  <b>3.2.</b></p> <ul style="list-style-type: none"> <li>- No increase in 2000.</li> <li>- No increase in 2001.</li> <li>- Significant increase in 2002.</li> </ul>	<p><b>4.1.</b> No material change in cover.  <b>4.2.</b> N/a.</p>
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**SECOND TABLE <sup>11</sup>: PART IV**

	<p><b>Question n°5 : Insurance coverage</b></p> <p><b>5.1.</b> Are there any geographic limitations in terms of practice ? What is provided in the insurance policy regarding professional exercise abroad:</p> <ul style="list-style-type: none"> <li>- (a) Within the framework of an occasional rendering of services abroad?</li> <li>- (b) Within the framework of the establishment of a principal law firm abroad?</li> <li>- (c) Within the framework of a subsidiary law firm abroad?</li> </ul> <p><i>We would be grateful if you could re-transcribe if necessary the provision relating to the extent of insurance coverage for both jurisdiction and areas of practice (activities effectively carried out, national law, law of another State, international law, European law, others...).</i></p> <p><b>5.2.</b> Is cover limited to specific activities?</p> <p><b>5.3.</b> Are there any limitations in terms of claims brought in certain jurisdictions ?</p> <p><b>5.4.</b> Are there any other key exclusions or conditions such as Terrorism, Bodily Injury, Damage to Property, Guarantees, Handling of Clients Funds, Fines or Penalties or others ?</p>	<p><b>Question n°6 : Position towards lawyers and law societies from an other Member State</b></p> <p><b>6.1.</b> Do you maintain some control in order to check the taking out of an insurance policy by those lawyers and law societies in their home Member State? If yes, how do you do this and which elements do you check?</p> <p><b>6.2.</b> In which cases do you require lawyers and law societies from another Member State to insure against professional liability insurance on a basis equivalent to that required of lawyers in the host Member State?</p> <p><b>6.3.</b> Have there been any disagreements regarding professional indemnity insurance:</p> <ul style="list-style-type: none"> <li>- With lawyers and law societies from another Member State?</li> <li>- With your members in another Member State?</li> <li>- How did you resolve it?</li> </ul> <p><b>6.4.</b> Do you have any agreement with others bars regarding the insurance issues? If yes, please give details about it.</p>	<p><b>Question n°7 : Disputes between lawyers and their clients</b></p> <p><b>7.1.</b> Have you observed during the last two years:</p> <ul style="list-style-type: none"> <li>- An increase in levels of disputes between lawyers and their clients?</li> <li>- An increase in levels of compensation awards by Courts against lawyers?</li> </ul> <p><b>7.2.</b> According to your insurance policy and to civil liability rules, is it necessary to give evidence of negligence to successfully sue lawyers or is the proof of a loss sufficient ? If your civil liability is based on the evidence of negligence, what sort of negligence will be required to obtain damages for alleged losses ? What sort of negligence is covered under your insurance policy ? To what extent are clients exposed to the risk that a lawyer is uninsured ?</p> <p><b>7.3.</b> What is the level of deductibles?</p> <p><b>7.4.</b> What is the extent of indemnity, i. e, Damages, Defence Cost ?</p>
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<sup>11</sup> Prepared with information sent by each CCBE Delegation within a period from June to October 2002.  
CCBE – OCTOBER 2002

**Austria**

<p><b>5.1.</b> Burgenland Bar: Only professional activities in Europe are covered by the common insurance. a) Services occasionally rendered abroad, when the lawyer is in his office in Austria, are covered by the insurance. b) A firm abroad will probably require insurance according to the laws of the state where the law firm is established. c) see b)</p> <p>Upper Austria Bar: The insurance against substantial damages (Großschaden-Versicherung) of the Bar does not cover liability claims brought before courts outside Europe.</p> <p>Vorarlberg Bar: According to the general liability insurance conditions liability claims are not covered (1) that have been brought before courts outside Europe; (2) due to the infringement or non-observance of foreign law and (3) due to a service rendered abroad. However damages are basically covered if the infringement was in Europe, the damage was in Europe and the claim was asserted in Europe, whereby the phrase Europe has to be understood geographically. Coverage is given within these limits for Austrian and foreign law. An extension of the insurance coverage to a country outside Europe has to be negotiated.</p> <p><b>5.2.</b> Burgenland Bar: No, coverage is given for all attorneys activities.</p> <p>Upper Austria Bar: The insurance against substantial damages (Großschaden-Versicherung) covers all activities of a lawyer pursuing the profession (also activities as trustee or solicitor, arbitrator, trustee, liquidator, manager according to Section 15a GmbH-Gesetz, temporary substitution, mediation, etc.).</p> <p>Vorarlberg Bar: According to the general liability insurance conditions of 1951 all activities of a lawyer pursuing the profession are covered. According to the general liability insurance conditions of 1997 only the activities mentioned – e.g. legal advice, examination and representation in all areas of public and private law, rendering expertise's, etc. – are covered. However</p>	<p><b>6.1.</b> The taking out of an insurance policy by a lawyer who is not providing services on a permanent Basis in Austria is not checked by the Austrian Bars. The Austrian Bars rely upon the checks made by the competent home country Bar.</p> <p>A lawyer who wants to be registered in Austria as "European lawyer" according to the Establishment Directive 98/5/EC has to prove that he has taken out a domestic insurance according to Section 21a RAO or an insurance according to the provision of his home Member State, which has to be – as regards the conditions and the coverage – equivalent to the insurance according to Section 21a RAO for Austrian lawyers and which covers his professional activities in Austria (see Section 10 para 2 and Section 15 EURAG (Federal Statute on the free movement of services and establishment of European lawyers in Austria).</p> <p><b>6.2.</b> See our reply to question 6. 1.</p> <p><b>6.3.</b> - Vorarlberg Bar: No. - Vorarlberg Bar: No. - </p> <p><b>6.4.</b> Vorarlberg Bar: No. The Vorarlberg Bar would like to point out however that the Liechtenstein Bar requires from Austrian lawyers for cross-border-activities an insurance amount of CHF 1 Million, the acknowledgement of the Vorarlberg Bar of the registration at the Vorarlberg Bar as well as of the amount of the insurance coverage in Austria.</p> <p>Upper Austria Bar: No.</p>	<p><b>7.1.</b> - Burgenland Bar: no Upper Austria Bar: yes, damages progression is rather negative. Vorarlberg: no</p> <p>- Upper Austria Bar: not known Burgenland Bar: no</p> <p><b>7.2.</b> The loss has to be proved. For the prove of the lawyer's negligence the reversal of the burden of proof is provided by Section 1298 ABGB (Austrian General Civil Code). In Austria any form of negligence is sufficient to obtain damages. The insurance policy does however not cover consciously negligent conduct and gross negligence.</p> <p><b>7.3.</b></p> <p><b>7.4.</b> Upper Austria Bar: The insurance against substantial damages (Großschaden-Versicherung) covers also court and out of court expenses for the defence against a claim raised by a third person. The insurance furthermore covers expenses for the defence in a criminal or disciplinary procedure instituted because of an infringement that could result in an insurance claim provided that these expenses were caused by the instruction of the insurer.</p>
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	<p>the most important activities of a lawyer are covered. Beyond the extent of coverage can be negotiated individually.</p> <p><b>5.3.</b> Burgenland Bar: Only the coverage amount is limited (maximum coverage is app. € 1.8 mill.).</p> <p><b>5.4.</b> Upper Austria Bar: The insurance against substantial damages (Großschaden-Versicherung) covers financial losses as well as bodily injuries and damages to property. Damages caused by consciously negligent conduct are excluded. If the insured is acting as trustee or liquidator some exclusions do not apply (e.g. infringements when the payment is done).</p> <p>Burgenland Bar: Malversation is excluded. There is an internal infidelity liability insurance.</p>	
<p><b>Belgium</b></p>	<p><b>5.1.</b>  (a) covered  (b) uncovered  (c) uncovered</p> <p><b>5.2.</b> In principle, not for the <b>lawyer's</b> function; exclusion of orders to act given by the Court to a lawyer; for example, to act as a legal administrator and legal representative to the liquidation of companies (<i>"mandats de justice"</i>).</p> <p><b>5.3.</b> No</p> <p><b>5.4.</b> Yes ; exclusion of anything which does not deal with civil liability arising from professional activity.</p>	<p><b>7.1.</b>  - Yes  - No</p> <p><b>7.2.</b> Negligence (slight)+ Loss</p> <p><b>7.3.</b> Maximum 10%; 1,250.- to 2,500.- EUR.</p> <p><b>7.4.</b> In principle, max. 1,250,000.- EUR.</p>
<p><b>Denmark</b></p>	<p><b>5.1.</b> There are limitations in as far as the legal work covered shall be out of an office in Denmark. Offices/subsidiaries outside Denmark will only be covered if negotiated separately with the insurance company. For offices/subsidiaries within the EU there should be no problem including them in the coverage.</p> <p><b>5.2.</b> There are no specific limitations in the activities as long as the activities fall within the field of legal work usually performed by lawyers in Denmark according to the standards of the profession.</p> <p><b>5.3.</b> Usually there are no limitations but in certain policies there may be limitations such as exclusion of coverage for costs incurred in cases in the US and Canada.</p>	<p><b>6.1.</b> The Law Society does not maintain control in relation to insurance policies by lawyers in their home Member State.</p> <p><b>6.2.</b> Lawyers registered in Denmark under the title acquired in their home state are required to take out an insurance with a minimum coverage just as lawyers holding a Danish practising certificate.</p> <p><b>6.3.</b> There has not been any disagreement but the Law Society is currently dealing with a matter where a lawyer holding a Danish practising certificate but practising in another member state has requested to avoid taking out a Danish insurance.</p> <p><b>6.4.</b> The Law Society does not have any agreements with other Law societies on insurance issues.</p>
		<p><b>7.1.</b> The Law Society has not observed an increase in levels of disputes between lawyers and their clients.  The Law Society has not observed an increase in levels of compensation awards.</p> <p><b>7.2.</b> Negligence has to be proved in a case of damages for losses as proof of the loss is necessary but not enough to secure damages are awarded. The courts will base a decision upon an evaluation of whether or not the lawyer has acted with less care and vigilance than a good and careful lawyer would have done in a similar case. Since 2000 is has been possible to include coverage for gross negligence as stated in 4.1.</p>

	<p><b>5.4.</b> There are limitations on intent / gross negligence / fines / avouchment / fraud.</p>		<p>The members of the Law Society has established and still contribute on a yearly basis to a Fund where clients having suffered a loss not covered by the lawyers insurance either because of gross negligence or in case the insurance is void or non existing can lodge a claim for damages. The Fund has been established to secure clients against a loss because of gross negligence and/or non-existing insurance. Claims can also be lodged if there has been a fraudulent use of the clients money by a lawyer that can not be recovered from the lawyer.</p> <p><b>7.3.</b></p> <p><b>7.4.</b> Damages will cover the loss suffered if there is proof of the loss and legal costs awarded by the court in the proceeding of establishing the liability will be covered as well.</p>
<p><b>Finland</b></p>	<p><b>5.1.</b> There can be geographic limitations. The insurance can for instance cover only the Northern countries and Europe. If you want to have insurance that covers for instance USA you have to pay more.</p> <p><b>5.2.</b> No</p> <p><b>5.3.</b> No (with the exception of the USA)</p> <p><b>5.4.</b> No</p>	<p><b>6.1.</b> Yes, we do when the applicant will be registered in the EU register.</p> <p><b>6.2.</b> When one will be registered in the EU register</p> <p><b>6.3.</b> -No -No</p> <p><b>6.4.</b> No</p>	<p><b>7.1.</b> -No -No</p> <p><b>7.2.</b> It is not necessary to give evidence of negligence, the proof of a loss is sufficient.</p> <p><b>7.3.</b> Maximum is 2 % of the minimum amount which is 3,363.74 EUR.</p> <p><b>7.4.</b> It varies.</p>
<p><b>France</b></p>	<p><b>5.1.</b> Risks are covered in the mentioned cases, except in case of permanent establishment in the USA or Canada.</p> <p><b>5.2.</b> No, except for activities which are forbidden to be carried out by French lawyers and, except for risks relating to the role of legal administrator of a company.</p> <p><b>5.3.</b> No.</p> <p><b>5.4.</b> Cf. the contract.</p>	<p><b>6.1.</b> Yes, if the relevant lawyer indicates that in his Home State, he has a cover equal to the cover resulting from the contract taken out by the Bar Association (extent of cover).</p> <p><b>6.2.</b> When their home contract does not comply exactly with the French contract.</p> <p><b>6.3.</b> - None. -Problems with the LAW SOCIETY. -Ongoing negotiations.</p> <p><b>6.4.</b>No.</p>	<p><b>7.1.</b> -No. -Yes.</p> <p><b>7.2.</b> The negligence must be established, but it can arise from the lawyer not proving that he fulfilled his obligation as a lawyer.</p> <p><b>7.3.</b> 10 % - limited at 3,049.-EUR</p> <p><b>7.4.</b> 3,811,225.- EUR + unlimited legal expenses.</p>

<p><b>Germany</b></p>	<p><b>5.1.</b> The German Lawyers Act allows the exclusion of professional services rendered from law firms abroad, be they principal or subsidiary firms. The insurance companies have included this restriction in their contract conditions. Thus German lawyers establishing a law firm abroad will have to negotiate a special insurance to cover the risks.</p> <p><b>5.2.</b> With the above-mentioned exception of non-European law/court procedures, all activities that belong to the profession of a lawyer are covered by the insurance. Some tasks lawyers are quite regularly trusted with, such as the office of a custodian of a person of full age or an executor, are not considered to typically belong to the profession of a lawyer and are therefore not covered.</p> <p><b>5.3.</b> As mentioned before, the insurance covers activities in German and European law. Procedures at non-European courts are excluded whether or not they include questions of German or European law.</p> <p><b>5.4.</b> The Professional Indemnity Insurance covers pecuniary damages caused in the execution of professional activities. There is a general exclusion of damages caused by a wilful neglect of the lawyer's duties, however. Bodily injury and its financial consequences are excluded from the professional indemnity insurance. In many cases they will be covered by other (non-compulsory) insurance policies.</p>	<p><b>6.1.</b> EU-lawyers are required to prove that they have taken out an insurance policy in their home Member State if they establish an office in Germany. Documents written in a foreign language will have to be handed in with a German translation. Each year, the lawyer must prove his insurance again. The documents must especially contain information on the insurance conditions and the amount insured, which will be compared to the German minimum standards. If these are not met by the insurance, the lawyer will have to take out an additional insurance or guarantee to bridge the gap.</p> <p><b>6.2.</b> Lawyers from other Member States are required to either take out a German professional liability insurance or prove the taking out of such an insurance in their home Member State in all situations covered by the Establishment Directive.</p> <p><b>6.3.</b> Cases of that sort have not been reported to the Bundesrechtsanwaltskammer.</p> <p><b>6.4.</b> No.</p>	<p><b>7.1.</b> Information on these questions might be obtainable directly from the insurance companies. The Bundesrechtsanwaltskammer does not keep records of the number of cases or the compensations granted.</p> <p>The level of compensation depends on the loss the client has suffered. Thus an increase in the loss suffered will directly result in a higher compensation.</p> <p><b>7.2.</b></p> <ul style="list-style-type: none"> <li>- according to the German system of civil liability in contractual relationships two aspects have to be considered separately, namely the lawyer's objective failure to comply with his duty and his negligence: The client, who will have to give evidence of the loss, will also have to prove the lawyer's objective failure to comply with his duty, whereas the lawyer will have to prove that this failure was not due to negligence. It has to be stated that German courts tend to set very high standards of professional duties of lawyer's. That, of course, makes it easier for the client to prove the lawyer's objective failure to comply with the expected standards.</li> <li>- all degrees of negligence (slight or gross) are sufficient to obtain full compensation of the financial loss caused thereby. The client will of course also be granted compensation by the lawyer in cases of wilful deviation from the lawyer's duties.</li> <li>- damages deriving from a wilful neglect of the lawyer's duties are excluded from the insurance. These cases occur quite rarely, since such a conduct will usually lead to a withdrawal of the respective lawyer's admission to the bar and often to criminal procedures against the lawyer.</li> <li>- the risk of a lawyer being uninsured is quite low. Apart from the already mentioned wilful neglect of duties, problems might occur in cases where the loss exceeds 250.000 EUR. Most lawyers, who take over cases in which losses of that level are likely to be inflicted have voluntarily obtained an insurance that covers the higher risk.</li> </ul>
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<p><b>Greece</b></p>		<p><b>6.1.</b> Yes. Those foreign lawyers who apply for license to practice in Iceland have to provide the Icelandic Bar Association with an insurance policy, confirming coverage of their operation in Iceland, which terms are no less than required under Icelandic law/regulations. The applicant can provide a statement from their insurers, confirming that the insurance policy does cover the insured operation in Iceland. However, if the applicant does not have a professional indemnity policy in force or the policy does not contain sufficient confirmation of coverage in Iceland, he will have to take out another policy, which will fulfil the requirements.</p> <p><b>6.2.</b> Under all circumstances.</p> <p><b>6.3.</b> -No. -No.</p> <p><b>6.4.</b> No.</p>	<p><b>7.1.</b> -No. -No.</p> <p><b>7.2.</b> Under Icelandic law, evidence of single negligence is necessary to succeed in a court case against a lawyer.</p> <p><b>7.3.</b> In general the level of deductibles is negotiable up to the extent of ISK. 6,038,000 (71,195.- EUR) .</p> <p><b>7.4.</b> In general the level of deductibles is negotiable up to the extent of ISK. 6,038,000 (71,195.- EUR) .</p>
<p><b>Ireland</b> <b>IRISH BAR</b></p>	<p><b>5.1.</b> a) –c) There are no limits in the policy as long as the practice is within the European Economic Area.</p> <p><b>5.2.</b> No.</p> <p><b>5.3.</b> No.</p> <p><b>5.4.</b> Yes. According to the terms the insurance does not cover bodily injury, damage to property, guarantees (beyond the insured's scope of work as a lawyer), handling of clients funds (unless caused by single negligence), fines, penalties or loss or damage intentionally caused by the lawyer or his employees. Further the insurance does not cover legal work outside the European Economic Area or liability, which is greater than under the law/rules of the countries within EEA.</p>	<p><b>6.1.</b> As yet, the Irish government have not made the necessary regulations giving effect to the European Directive on Establishment. The second part of this question does not therefore arise.</p> <p><b>6.2.</b> Position under consideration.</p>	<p><b>7.1.</b> -No. -Has not arisen.</p> <p><b>7.2.</b> Must prove negligence. Policy covers negligent act, error or omission.</p>

	<p><b>5.3.</b> No.</p> <p><b>5.4.</b> Fines or penalties are excluded.</p>	<p><b>6.3.</b> -No. -No. -N/a.</p> <p><b>6.4.</b> No.</p>	<p><b>7.3.</b> Minimum deductible is 1,500.</p> <p><b>7.4.</b> Damages and defence costs.</p>
<b>Italy</b>			
<b>Liechtenstein</b>	<p><b>5.1.</b> Any insurance coverage going beyond what is required by law is usually neither made known in details to the Authority nor to the Bar. Thus, there is no information available.</p> <p>Idem for 5.2. and 5.3.</p>	<p><b>6.1.</b></p> <p><b>6.2.</b> Lawyers from EEA Member States rendering services in Liechtenstein have to furnish proof regarding an existing insurance policy with the Bar. The policy has to be equivalent to the insurance policy Liechtenstein lawyers are obliged to maintain.</p> <p><b>6.3.</b> There is no information available.</p> <p><b>6.4.</b> No.</p>	<p><b>7.1.</b> There are no official statistics available on disputes between lawyers and their clients and on the levels of compensation awards by the courts against lawyers. However, there is undoubtedly an increase in both the levels of dispute and the level of compensation awards.</p> <p><b>7.2.</b> It is not necessary to give evidence of negligence to successfully sue lawyers; The proof of a loss is not sufficient. In general, both slight and gross negligence can form the basis of a claim. The professional indemnity insurance has to cover therefore also both forms.</p> <p><b>7.3.</b> Insurance premiums are tax deductible.</p> <p><b>7.4.</b> The indemnity (insurance) has to cover damages. To what extent costs have to be covered is not quite clear. Usually, the individual insurance policies provide some cover in that respect.</p>
<b>Luxembourg</b>	<p><b>5.1.</b> See reply to question 2.3. Therefore rendering services abroad is covered by the insurance policy.</p> <p><b>5.2.</b> The activity carried out within the framework of a principal law firm abroad or a subsidiary law firm abroad is not covered by the insurance policy.</p> <p><b>5.3.</b> In the case of proceedings, there is cover only before the courts based in the European Union, Switzerland, Andorra, Norway, the Channel Islands, Liechtenstein and Monaco.</p> <p><b>5.4.</b> Article 6 of the contract provides: « Exclusions Are excluded from the cover : a) losses and/or damages arising from activities</p>	<p><b>6.1.</b> No, not at the moment.</p> <p><b>6.2.</b></p> <p><b>6.3.</b></p> <p><b>6.4.</b> No.</p>	<p><b>7.1.</b> - No. - No.</p> <p><b>7.2.</b> The negligence must be proved. Furthermore, the loss (loss of opportunity) must be proved.</p> <p><b>7.3.</b> The lawyer must pay an excess amounting to 25 % of each claim, with a minimum of 247.89 EUR and a maximum of 2.478.94 EUR.</p> <p><b>7.4.</b> The extent of indemnity consists in expenses, interest, costs and fees of any nature. The indemnity amounts to 1,239,467.62 EUR per claim (50,000,000.-LUF).</p>



	<p><i>incompatible with the profession of lawyer under the law of August 10, 1991;</i></p> <p>b) <i>losses and/or damages arising from cases in which the insured acts as business manager or guarantor or administrator.</i></p> <p><i>This exclusion shall not be applied to orders (“mandats judiciaires”) conferred upon the insured by the Court.</i></p> <p>c) <i>The losses and/or damages arising :</i></p> <ul style="list-style-type: none"> <li>- <i>from any act that was committed or made with intentional, criminal or malicious purpose or intent.</i></li> <li>- <i>This exclusion shall not be applied to the civil consequences of the violation of professional confidentiality;</i></li> <li>- <i>from any act that was committed or made with intentional purpose or intent;</i></li> <li>- <i>from the third party liability of their personnel, collaborators or trainees, if this liability is engaged through a voluntary offence or any act that was committed or made with intentional purpose or intent.</i></li> </ul> <p><i>This exclusion shall not be applied to losses and/or damages arising from the third party liability of the above-mentioned 1 a of the contract, if the insured is liable for the perpetrator of the technical offence or as employer.</i></p> <p><i>In this case, the underwriter might recover against the perpetrator under article 17 of the policy.</i></p> <p>d) <i>Fines and criminal proceedings costs paid personally by the insured, except if these are remitted for collection at the insured as civil liable;</i></p> <p>e) <i>all claims concerning fees and personal costs;</i></p> <p>f) <i>direct consequences of riots, rebellion, civil wars, acts of enemy hostility, natural disasters ;</i></p> <p>g) <i>losses and/or damages that arise from the use as a driver or passenger of a motorised vehicle;</i></p> <p>h) <i>losses and/or damages that arise by water, fire, explosion or smoke when the liability of the insured as an owner, tenant or occupant of the building can normally be covered in a fire insurance;</i></p> <p>i) <i>loss of clients.</i></p>	
<p><b>Norway</b></p>	<p>5.1. a) The security has no limitations. The insurance does not cover claims based on Canada or USA laws.</p>	<p>6.1. The supervisory Council says no.</p> <p>6.2. The supervisory Council: if the want to work in</p>
		<p>7.1.</p> <ul style="list-style-type: none"> <li>- A small increase.</li> <li>- We have no statistics.</li> </ul>
		<p>CCBE – OCTOBER 2002</p>

	<p><b>5.3.</b> No.</p> <p><b>5.4.</b> Not for the security, but the insurance does not cover:</p> <ul style="list-style-type: none"> <li>- promises or agreements not within the bounds of ordinary liability damages</li> <li>- breach of trust or other dishonest conduct</li> <li>- fines imposed</li> <li>- damage or loss suffered by the family of the insured</li> <li>- acting as a member of a board of Directors</li> <li>- acting as a Trustee for estate bankrupt/deceased</li> <li>- damage caused by design</li> <li>- employers responsibility for employees</li> </ul>	<p>Norway on a permanent basis.</p> <p><b>6.3.</b></p> <ul style="list-style-type: none"> <li>- No.</li> <li>- No.</li> </ul> <p><b>6.4.</b> No.</p>	<p><b>7.2.</b> No. No advocates are uninsured, security is required by law.</p> <p><b>7.3.</b> Under the insurance the deductible starts at NKR 40,- and ends at NKT 150.000,- depending on the size of the claim.</p> <p><b>7.4.</b></p>
<p><b>The Netherlands</b></p>	<p><b>5.1.</b> See our answer to question 2.3. activity as Dutch lawyers and world wide coverage.</p> <p><b>5.2.</b> To activity as a Dutch lawyer.</p> <p><b>5.3.</b> No information available.</p> <p><b>5.4.</b> This varies from policy to policy.</p>	<p><b>6.1.</b> We do check the insurance of lawyers active under art 3 in our country. Their policies have to comply with our rules on indemnity insurance.</p> <p><b>6.2.</b> When their policies do not comply with our rules.</p> <p><b>6.3.</b> Not yet.</p> <ul style="list-style-type: none"> <li>- Yes, one (known) case of double insurance, a Dutch policy and a compulsory host Member State insurance fund in France.</li> <li>- Not.</li> </ul> <p><b>6.4.</b> No.</p>	<p><b>7.1.</b></p> <ul style="list-style-type: none"> <li>- We have no relevant information.</li> <li>- See 7.1.</li> </ul> <p><b>7.2.</b> The client has to give evidence of negligence. The criteria is professional fault.</p> <p><b>7.3.</b></p> <p><b>7.4.</b></p>
<p><b>Portugal</b></p>			
<p><b>Spain</b></p>	<p><b>5.1.</b> The provisions cover most services regulated in these three fields. To practise in foreign law is not covered.</p> <p><b>5.2.</b></p> <p><b>5.3.</b> No.</p> <p><b>5.4.</b> Yes; e.g. inter-mediation in sequestrations. Physical or material damage except damage to files.</p>	<p><b>6.1.</b> Documentation brought when registering with the Bar.</p> <p><b>6.2.</b> The possibility exists but it depends on each host Bar and home contract.</p> <p><b>6.3.</b></p> <ul style="list-style-type: none"> <li>- Few problems.</li> <li>- Unavailable data.</li> <li>-</li> </ul> <p><b>6.4.</b> The national Bar Association does not have to be informed of this issue.</p>	<p><b>7.1.</b></p> <ul style="list-style-type: none"> <li>- No.</li> <li>- No.</li> </ul> <p><b>7.2.</b> A negligence must be proved.</p> <p><b>7.3.</b> It is chosen.</p> <p><b>7.4.</b> Proportionate to the covered amount.</p>
<p><b>Sweden</b></p>	<p><b>5.1.</b> The limitations in terms of practice are that the</p>		<p><b>7.1.</b></p>

<p>insurance covers loss caused by the lawyers activities performed in the Nordic countries, i.e. Sweden, Denmark, Norway, Finland and Iceland. The Insurance does not cover loss caused by work performed outside these countries. It is presently not possible to negotiate extended coverage for losses caused outside the Nordic countries and lawyers practising in such countries must therefore solve this issue locally.</p> <p><b>5.2.</b> No, coverage applies to pure financial loss caused a client by negligence while performing professional services within the field of operations.</p> <p><b>5.3.</b> No, the policy covers claims anywhere in the world, provided the loss has been caused by activities performed within the Nordic countries.</p> <p><b>5.4.</b> Exclusions:</p> <ul style="list-style-type: none"> <li>➢ Loss caused to the insured in his capacity of owner or partner in the insured law firm.</li> <li>➢ Fines and penalties</li> <li>➢ Costs for trial for criminal act if the act was committed intentionally</li> <li>➢ Loss which the insured has caused intentionally or through criminal act</li> <li>➢ An obligation to pay indemnity assumed by the insured if such obligation exceeds the general principles governing the law or torts.</li> </ul>	<p>- There is a general trend in an increasing number of claims in respect of Outside Directors Liability (ODL). This trend is as mentioned general and not specific for lawyers but applies for all person carrying managerial functions within associations.</p> <p>- The Swedish compensatory system is designed to be reparatory in its function and has no ingredients of punitive nature. Consequently, levels of compensation in each case are relatively stable.</p> <p><b>7.2.</b></p> <p>a) Evidence of negligence: It is incumbent on the claiming party to give evidence of an error or omission on behalf of the lawyer (culpa)</p> <p>b) Sort of negligence: Error or omission (culpa)</p> <p>c) Sort of negligence covered: Error or omission. If the lawyer can be held legally liable for the loss and the loss is not excluded in accordance with clause 5.4 above, the loss will be covered under the insurance.</p> <p>d) Risk of lawyer being uninsured: This risk is non-existing as the premium is included in the annual fee paid to the Bar association.</p> <p><b>7.3.</b></p> <p>1/ baseamount, i.e. 37,900 SEK each loss. If the loss is caused by gross negligence, the deductible is 2/ baseamounts, i.e. 75,800 SEK.</p> <p><b>7.4.</b> Limit of indemnity is 3,000,000 SEK each loss and 150,000,000 in the annual aggregate for the scheme. This limit includes defence costs.</p>	<p><b>6.1.</b> When a European lawyer applies to the Law Society for registration we ask for details of the home insurance of lawyers in private practice.</p> <p>Applicants can ask for a total or partial exemption from the requirements of the Solicitors' Indemnity Insurance Rules. If they want an exemption they must apply in writing supplying an extract from their home rules which require professional indemnity cover. If they are asking for a full</p>
<p><b>The United Kingdom</b></p> <p><b>The Law Society of England and Wales</b></p>	<p><b>6.1.</b> When a European lawyer applies to the Law Society for registration we ask for details of the home insurance of lawyers in private practice.</p> <p>Applicants can ask for a total or partial exemption from the requirements of the Solicitors' Indemnity Insurance Rules. If they want an exemption they must apply in writing supplying an extract from their home rules which require professional indemnity cover. If they are asking for a full</p>	<p><b>7.1.</b></p> <p>- There has been no notable increase in the level of disputes between lawyers and their clients. However, there is a general trend for clients to be more assertive so maybe more disputes are being resolved by the firms themselves.</p> <p>- The level of compensation awarded by</p>

<p>carried on from offices located in England and Wales must extend to acts or omissions wherever in the world they occur, and would therefore include, for example, a principal based in a firm's London office who travelled to Paris to advise a client. In Rule 3.1 of the Solicitors' Indemnity Insurance Rules a practice is defined as follows:</p> <p>"Practice" means the whole or such part of the <i>private practice</i> of a <i>firm</i> as is carried on from one or more offices in England and Wales.</p> <p><b>5.2.</b> Cover is limited to those activities which can properly be carried out as part of a private practice which is defined in Rule 3.1 of the Solicitors' Indemnity Insurance Rules as follows:</p> <p>"<i>private practice</i>" includes without limitation all the professional services by a firm including acting as a personal representative, trustee, attorney, notary, licensed insolvency practitioner or in any other role in conjunction with a <i>practice</i>, and includes services provided pro bono publico, but does not include:-</p> <p>(i) practice carried on by a <i>solicitor</i> or <i>registered European lawyer</i> in the course of employment with an employer other than a <i>firm</i>; or</p> <p>(ii) discharging the functions of any of the offices or appointments set out in Appendix 3 to these <i>rules</i>; or</p> <p>(iii) practice consisting only of:-</p> <p>(a) providing professional services without remuneration for friends, relatives, or companies wholly owned by the <i>solicitor</i> or <i>registered European lawyer's</i> family, or registered charities; or</p> <p>(b) administering oaths and taking affidavits.</p> <p><b>5.3.</b> There is an exclusion covering any award of punitive, exemplary or like damages under the law of the United States of America or Canada, other than in respect of defamation.</p> <p><b>5.4.</b> The Minimum Terms and Conditions contain the following exclusions:</p> <p>➤ Prior cover – claims covered by SIF or prior qualifying insurance are excluded.</p>	<p>exemption, then we will also require confirmation from the home insurer that the cover is fully equivalent to the Minimum Terms and Conditions or that it has been extended to be so equivalent. If the applicants apply for partial exemption, then we just need confirmation that the cover extends to practice from an office in England and Wales. Applicants who are granted a partial exemption have to demonstrate that they have obtained additional cover with a Qualifying Insurer which together with their home state insurance, provides cover equivalent to the Minimum Terms and Conditions.</p> <p><b>6.2.</b> In all cases where the European lawyer is a principal in private practice.</p> <p>The basic rule is that lawyers from another member state must be insured to at least the same extent as solicitors in private practice under our compulsory scheme.</p> <p>European lawyers can apply for total exemption if their cover under their home rules is completely equivalent to the cover under the Minimum Terms and Conditions.</p> <p>European lawyers can apply for partial exemption if their cover under their home rules is partially equivalent to the cover under the Minimum Terms and Conditions. In this case they are required to take out additional cover with one of the Qualifying Insurers.</p> <p>It is never a requirement that another Law Society or Bar takes out additional insurance, but they may do so to assist their members obtain full exemption.</p> <p><b>6.3.</b></p> <p>- Yes, with lawyers from other member states because they believe (wrongly) that they are covered by their home state cover for everything they can do from an office in England and Wales. However, they sometimes forget that they are practising in England and subject to English Law.</p> <p>The Law Society has disagreed with the Paris Bar's view that the cover provided by the Paris Bar scheme to Paris Bar advocates practising from offices in England and Wales is fully equivalent to our Minimum Terms and Conditions. The insurers of the Paris Bar scheme were invited to extend the cover so as to be equivalent to our Minimum Terms and Conditions but they declined to do this as they were concerned at the prospect of claims</p>	<p>Courts depends on the extent of the financial loss and so varies between cases and over time due to inflation.</p> <p><b>7.2.</b> Cover is provided on the basis of legal liability. The relevant clause is 1.1 of the Minimum Terms and Conditions which provides:</p> <p>"The insurance must indemnify each Insured against civil liability to the extent that it arises from Private Legal Practice in connection with the Firm's Practice. ...."</p> <p>The cover extends to all civil liability not just negligence so it would extend, for example, to claims for defamation arising from the firm's practice.</p> <p>Under the compulsory scheme, firms which have failed to take out a policy of Qualifying Insurance are provided with cover through the Assigned Risks Pool (ARP). The Pool is underwritten by the Qualifying Insurers in proportion to the amount of premium income taken from the rest of the profession. Firms can remain in the Assigned Risks Pool for a maximum period of 24 months in any 5 year period. Once the 24 months has expired, they cease to be eligible to be in the ARP and should they remain in practice, then any claim arising from the practice is dealt with by a mechanism administered by the ARP Managers and underwritten by the Qualifying Insurers in a manner similar to the ARP.</p> <p><b>7.3.</b> The Minimum Terms and Conditions provide that the insurance may be subject to an excess of such monetary amount and on such terms as the insurer and the firm agree. However, the insurance must provide that if an insured fails to pay a claimant any amount which is in the excess within 30 days of it becoming due for payment, the claimant may give notice of the insured's default to the insurer, whereupon the insurer is likely to remedy the default on the insured's behalf. The insurance may provide that any amount</p>
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<p><b>The General Council of the Bar of England and Wales</b></p>	<p>Death or bodily injury.  Property damage (other than property in the care, custody or control of any insured in connection with the firm's practice and not occupied or used in the course of the firm's practice).  Partnership disputes.  Employment breaches, discrimination etc.  Debts and trading liabilities – including guarantee, indemnity or undertakings by any particular insured in connection with the provision of finance, property assistance or other benefit or advantage directly or indirectly to that insured.  Fines or penalties.  Fraud or dishonesty – cover is provided to innocent principals and employees not involved with the fraudulent act or omission.  Directors' or officers' liability.  War on terrorism – this is a new exclusion which comes into effect on 1<sup>st</sup> September 2002.  Full details are set out in the Minimum Terms and Conditions.</p>	<p>being subject to English jurisdiction.  -The French-speaking Brussels Bar insists that professional indemnity insurance should carry no excess or deductible.  - The issue with the European lawyers claiming their home Bar cover was fully equivalent to the Minimum Terms and Conditions is in the process of being resolved and our position is that the cover is only partially equivalent and that additional cover is required to bring it up to the Minimum Terms and Conditions. The Law Society has provided a policy wording which has been circulated to all Qualifying Insurers.  No agreement could be reached with the Paris Bar or insurers of the Paris Bar scheme.  The solution to the issue of deductibles and/or excesses and the French-speaking Brussels Bar scheme has been resolved by our members writing out any deductibles or excesses in respect of claims arising from their offices in Belgium.  <b>6.4.</b> The only agreement we have is with the Law Society's of Scotland, Northern Ireland, and Ireland in relation to cross border practice carried out by dually qualified solicitors. Under the arrangements it was agreed that such dually qualified solicitors should maintain dual cover.</p>	<p>paid by the insured to remedy such a default erodes the sum insured.  <b>7.4.</b> The indemnity covers damages, defence costs (including those in relation to an investigation, enquiry or disciplinary proceeding during or after the period of insurance arising from any claim covered by the Minimum Terms or from circumstances first notified to the insurer during the period of insurance). Covers awards by legal ombudsmen – the insurance must indemnify each insured against any amount paid or payable in accordance with the recommendation of the legal services ombudsman or any other regulatory authority to the same extent as it indemnifies the insured against civil liability.  The sum insured for any one claim (exclusive of defense costs) must be at least £1 million. There must be no monetary limit on the cover for defense costs.</p>
	<p><b>5.1.</b> See details of cover in question 2.3 above.  NB: barristers are sole practitioners and do not work within firms  <b>5.2.</b> See details of cover in question 2.3 above.  <b>5.3.</b> See details of cover in question 2.3 above.  <b>5.4.</b> Not applicable to barristers.</p>	<p><b>6.1.</b> We require details of the insurance cover for each individual. If satisfied that it is at least equivalent to that provided by the BMIF, the Bar Council will exempt the individual from the requirement to be insured with the BMIF.  <b>6.2.</b> In all cases where the member seeks registration under the Establishment Directive.  <b>6.3.</b>  - None.  - None that we are aware of.  <b>6.4.</b> No.</p>	<p><b>7.1.</b>  - No  - No  <b>7.2.</b> It is necessary to prove negligence on the balance of probabilities.  All civil liabilities arising from advice given as a barrister will be covered by the insurance.  The cover can only be avoided in the event of a fraud and so there is very little risk that a claimant will find that their barrister is uninsured. There is no guarantee of protection if the claim exceeds the barrister's level of insurance.</p>

	<p><b>7.3.</b> None. <b>7.4.</b> The limit of cover plus defence costs.</p>		
<b>Bar of Northern Ireland</b>	<p><b>5.1.</b> Members are covered in the exercise of NI Law or Law of the European Union in any jurisdiction. <b>5.2.</b> No. <b>5.3.</b> No. <b>5.4.</b> Not to my knowledge.</p>	<p><b>6.1.</b> Yes. On call to the Bar of Northern Ireland applicants are asked to provide evidence of Insurance cover from Home state that will cover practice in this State. If it cannot be provided then they must take out insurance under the scheme of the Bar of Northern Ireland. <b>6.2.</b> In all cases where cover from their Home state does not suffice. <b>6.3.</b> - No. - No. <b>6.4.</b> No.</p>	<p><b>7.1.</b> -No. -No. <b>7.2.</b> Answer unknown ; insurers will answer. <b>7.3.</b> None. <b>7.4.</b> Unknown.</p>
<b>Law Society of Northern Ireland</b>	<p><b>5.1.</b> Yes. <b>5.2.</b> Yes, all common activities of a solicitor. <b>5.3.</b> No. <b>5.4.</b> Only fines and penalties.</p>	<p><b>6.1.</b> We operate a registration scheme whereby lawyers practising in NI pursuant to the Establishment Directive are required to register with the Law Society. The status and effect of the home state Insurance held by the registrant is checked as part of the registration process. <b>6.2.</b> All except where cross border practice between NI and the Republic of Ireland is involved. Specific arrangements apply where a firm has practice units on both sides of the border. <b>6.3.</b> - No. - No</p>	<p><b>7.1.</b> - Yes. - Yes. <b>7.2.</b> Yes To claim successfully against a solicitor the claimant must prove that the solicitor as been negligent or in breach of contract. <b>7.3.</b> £2k per partner,, £10k any one firm, 3 claims any one year [for 2001] £2250k per partner, £11250k ny one firm, 3 claims in any one year [2002]. <b>7.4.</b> Limit of indemnity £2m any one claim, plus all associated costs.</p>
<b>Scotland The Faculty of Advocates</b>	<p><b>5.1.</b> Cover is for an advocate's practice, defined as: • practice as a member of the Faculty of Advocates; • practice in Scots law anywhere in the world if clerked through Faculty Services Ltd; • practice in the EU in Community Law if clerked through Faculty Services Ltd. <b>5.2.</b> No. <b>5.3.</b> No. <b>5.4.</b> No. Advocates do not handle client funds.</p>	<p><b>6.1.</b> EU lawyers applying for registration in terms of the Establishment Directive must satisfy the Faculty that they hold insurance cover at least equivalent to that required of Members of Faculty. An advocate is not obliged to insure beyond minimum level (£200,000 per year). This is therefore the minimum cover required of a European lawyer registering with the Faculty. <b>6.2.</b> As above. <b>6.3.</b> - No. - No.</p>	<p><b>7.1.</b> - No. - No. <b>7.2.</b> Proof of negligence is necessary. The client must prove that the act (or omission) complained of is something which no ordinarily competent lawyer, holding himself out as competent to practise in the area of law in question, would have done (or failed to do) if exercising reasonable skill and care. All such negligence is covered by the insurance policy. Clients are exposed if the claim exceeds the level of cover selected by</p>

		<p>- N/a.</p>	<p>the advocate in question.</p> <p>If the claims against the advocate exceeded the annual cover selected by the advocate, his clients would clearly be exposed.</p> <p><b>7.3.</b> No excess.</p> <p><b>7.4.</b> Damages, defence costs and audited costs awarded to other party.</p>
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### 3.3. Appendix to second tables III and IV

#### Appendix 1 (Germany)

<b>VERSICHERUNG</b>	<b>Anrede 1</b>	<b>Straße</b>	<b>ORT</b>	<b>Anrede 2</b>	<b>Tel./Fax:</b>
Allianz Versicherungs-AG	Herrn Rechtsanwalt Holger Sassenbach	Königinstraße 28	80802 München	r Herr Kollege Sassenbach,	(089)3800-2453/ 3800-4469
Assekuranz Freier Berufe GmbH	z. H. Herrn Langen	Schäferstraße 4	40479 Düsseldorf	r Herr Langen,	(0211)49365-26/ 49365-29
AXA Colonia Versicherung AG	Abt. IH-HVB/D&O Herrn Detmar Holling	Colonia-Allee 10 – 20	51067 Köln	r Herr Holling,	(0221)148-23266/ 148-40715
Gerling-Konzern Allgemeine Versicherungs-AG	Frau Marion Mahistedt	Von-Werth-Straße 4 – 14	50670 Köln	Frau Mahistedt,	(0221)144-5354/ 144-5155
Gothaer Allgemeine Versicherung AG	Abt. KF-HUK 5 (VSH) Herrn Ass. Becker	Gothaer Allee 1	50969 Köln	r Herr Becker,	(0221) 308-1392/ 308-1968
Nassau Versicherungen	Herrn Rechtsanwalt Dietmar Schmidt	Riehler Straße 36	50668 Köln	r Herr Kollege Schmidt,	(0221)16795-14/ 16795-10
Nürnberg Allgemeine Versicherungs- AG	Herrn Stephan Schöppl	Ostendstraße 100	90334 Nürnberg	r Herr Schöppl,	(09 11) 5 31-42 14/ 5 31-71 00
Abt. H-GV-Vermögensschaden					
R+V Allgemeine Versicherung AG	Frau Maike Königstein	Taunusstraße 1	65193 Wiesbaden	Frau Königstein,	(0611) 533-3348/ 533-773348
Abt. AH-HP-BE-VH					
Bayerischer Versicherungsverband Versicherungsaktiengesellschaft	Abt. 8 GF 05 Herrn Michael Lehner	Maximilianstraße 53	80530 München	r Herr Lehner,	(0 89) 2160-0/2160-1461
VICTORIA Versicherung AG	Herrn Erich Reiter	Victoriaplatz 2	40198 Düsseldorf	r Herr Reiter,	(0211) 477-3451/ 477-2444
Zürich Agrippina Versicherung AG	Abt. FK-PH Herrn Gerd Strophff	Riehler Straße 90	50657 Köln	r Herr Strophff,	(0221) 7715-4558/ 7715-227



## **Appendix II (the Law Society of England and Wales)**

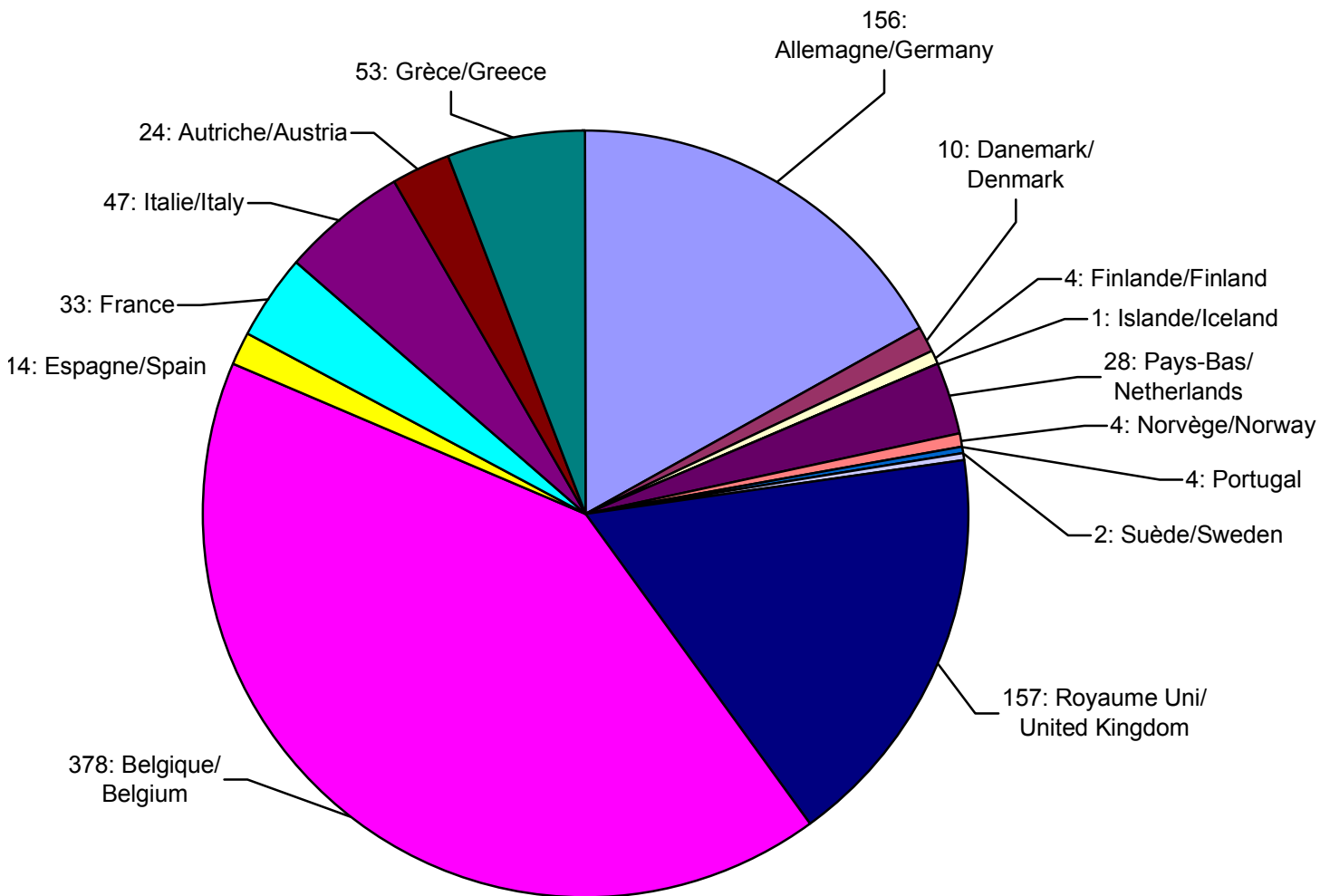
### **Qualifying Insurers List for 2001/02 (updated 18 December 2001)**

As at 18 December 2001, the following insurers are Qualifying Insurers for the purposes of the Solicitors' Indemnity Insurance Rules 2001:

- M H Wheeler and others (Syndicate 1007) (via broker only)
- Hiscox Insurance Company (via broker only)
- Zurich Professional Limited
- Markel Syndicate 702 at Lloyd's (via broker only)
- Royal & SunAlliance (via broker only)
- Admiral Underwriting Agencies (via broker only)
- St Paul International Insurance Company Limited
- Cox Syndicate Management Limited (via broker only)
- R J Kiln & Co Ltd (Syndicate 510) (via broker only)
- Ace Global Markets (via broker only)
- CGU Insurance plc (via broker only)
- QBE International Insurance Limited (via broker only)
- Wren Non-Marine - Syndicate 250 at Lloyd's (via broker only)
- Chubb Insurance Company of Europe SA (via broker only)
- Lloyd's Syndicate 1212 (via broker only)
- Wellington Underwriting Lloyd's Syndicate 2020 (via broker only)
- Heritage Managing Agency Limited (via broker only)
- Janson Green Syndicate 79 (via broker only)
- R. J. Wallace & Others Syndicate 386/683 (via broker only)
- AIG Europe (UK) Limited (via broker only)
- Amlin Insurance Services
- Saturn Professional Risks Limited for MMA Insurance PLC
- The Underwriter Insurance Company Limited
- XL Brockbank, Syndicate 990 (via HSBC Insurance Brokers only)
- AXA Corporate Solutions (via broker only)
- Chartwell Managing Agents Syndicate 839 (via broker only)
- Hiscox Syndicate 33 (via broker only)
- Mitsui Marine International Syndicate 3210 (via broker only)

Please find the addresses on the Law Society web site: [www.lawsociety.org.uk](http://www.lawsociety.org.uk).

**Nombre total d'avocats "communautaires" par Etat membre d'accueil<sup>1</sup>**  
**Total number of "Community" lawyers per host Member State**



Les nombres correspondent au nombre d'avocats établis dans un pays d'accueil. Par exemple, il y a 157 avocats "communautaires" établis au Royaume Uni.

The figures correspond to the number of lawyers who are established in a host Member State. For instance, there are 157 "Community" lawyers established in United Kingdom.

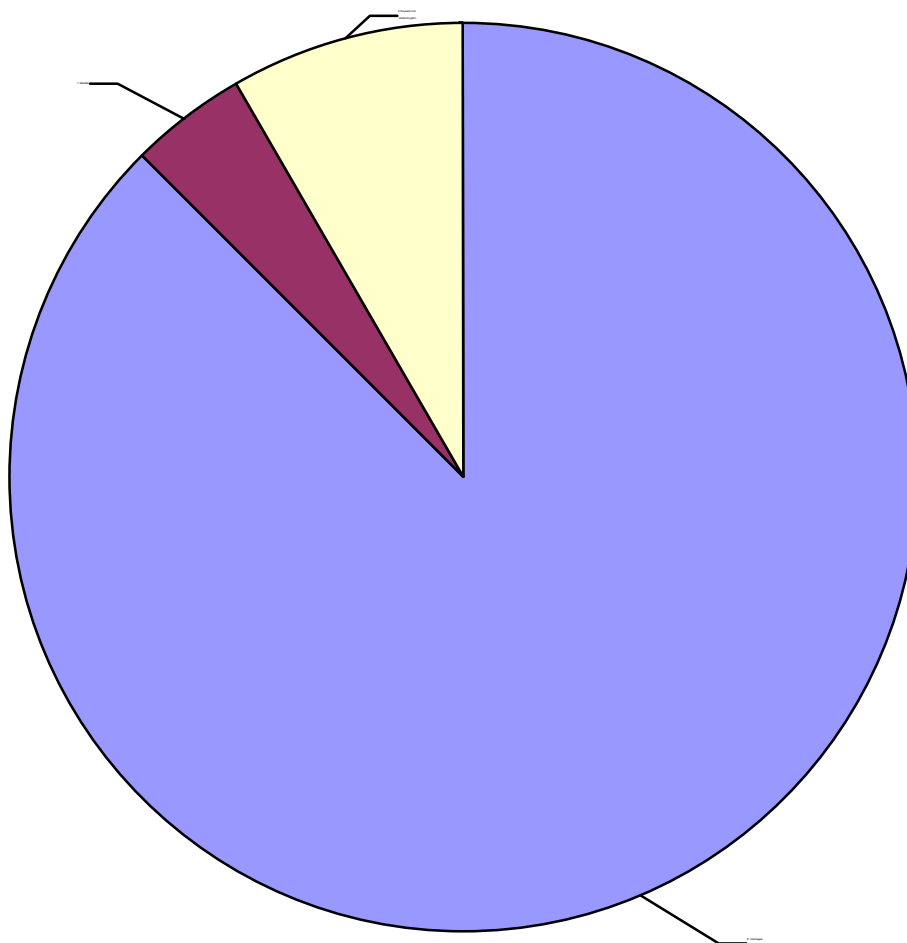
Dernière mise à jour : août 2002

Last update: August 2002

<sup>1</sup> Ces chiffres ont été fournis par les délégations du CCBE en juin 2002 et représentent les statistiques d'inscriptions en vertu de la directive Etablissement. Certains pays qui n'ont pas transposé la directive inscrivent néanmoins les avocats communautaires. Pour les pays qui ont indiqué la nationalité des avocats communautaires, voir les graphiques par pays.

These figures were provided by the CCBE delegations in June 2002 and represent statistics on registrations in accordance with the Establishment Directive. Some countries, which have not implemented the Directive yet, already register Community lawyers. For the countries which mentioned the nationality of Community lawyers, see graphics per country.

**Avocats "communautaires" en Autriche**  
**"Community" lawyers in Austria**



Total : 24.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en Autriche.

Ex : il y a 21 avocats allemands inscrits en Autriche.

Dernière mise à jour : décembre 2001

Total: 24.

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Austria.

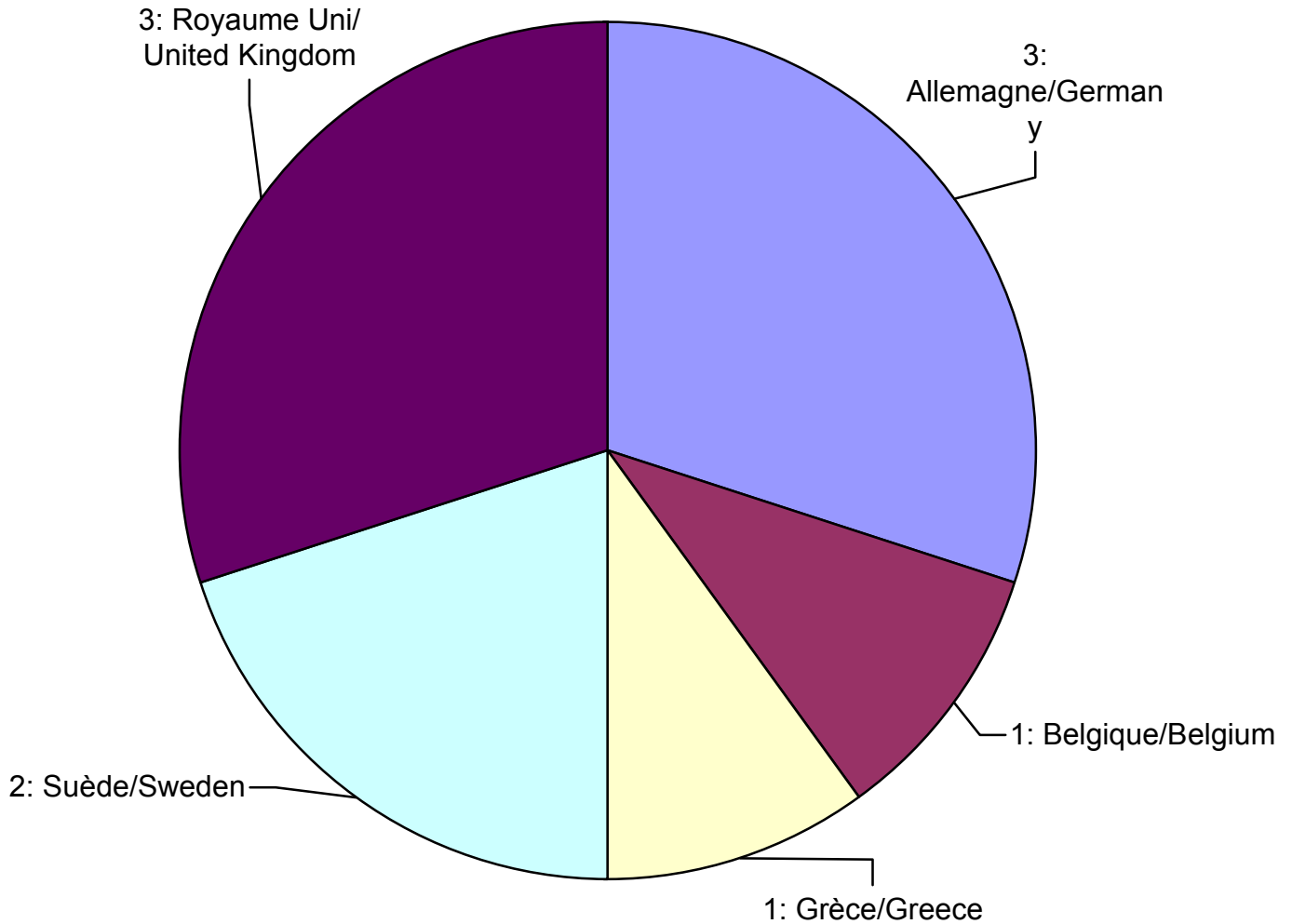
E.g.: there are 21 German lawyers registered in Austria.

Last update: December 2001

<sup>1</sup> Ce chiffre a été fourni par la délégation autrichienne auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.

The figure was provided by the Austrian delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.

**Avocats "communautaires" au Danemark**  
**"Community" lawyers in Denmark**



Total : 10

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits au Danemark.

Ex : il y a 2 avocats suédois inscrits au Danemark.

Dernière mise à jour : juin 2002

Total: 10

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Denmark.

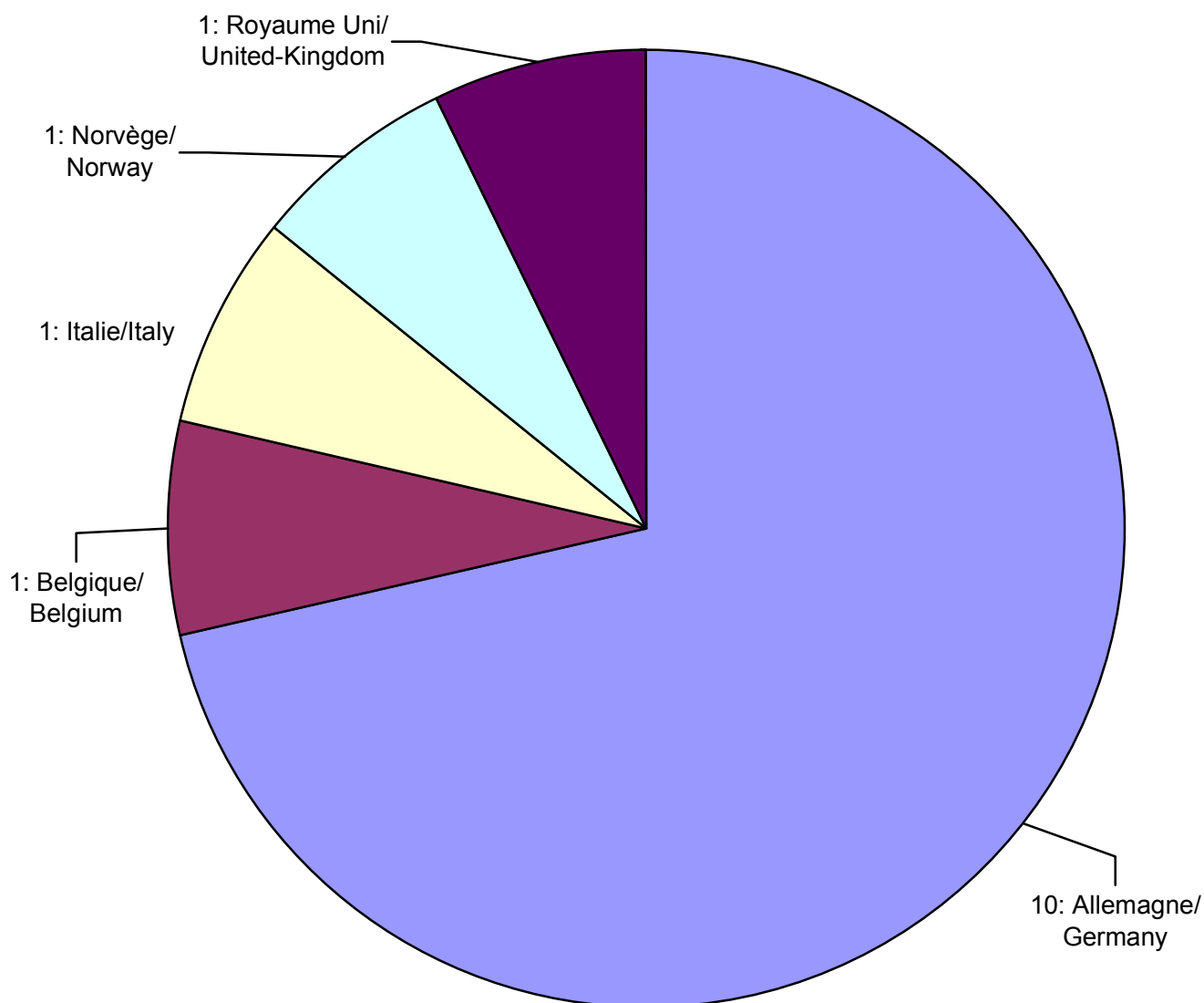
E.g.: there are 2 Swedish lawyers registered in Denmark.

Last update: June 2002

<sup>1</sup> Ce chiffre a été fourni par la délégation danoise auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.

The figure was provided by the Danish delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.

**Avocats "communautaires" en Espagne**  
**"Community" lawyers in Spain**



Total : 14

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en Espagne. Ex : il y a 1 avocat italien inscrit en Espagne.

Dernière mise à jour : août 2002

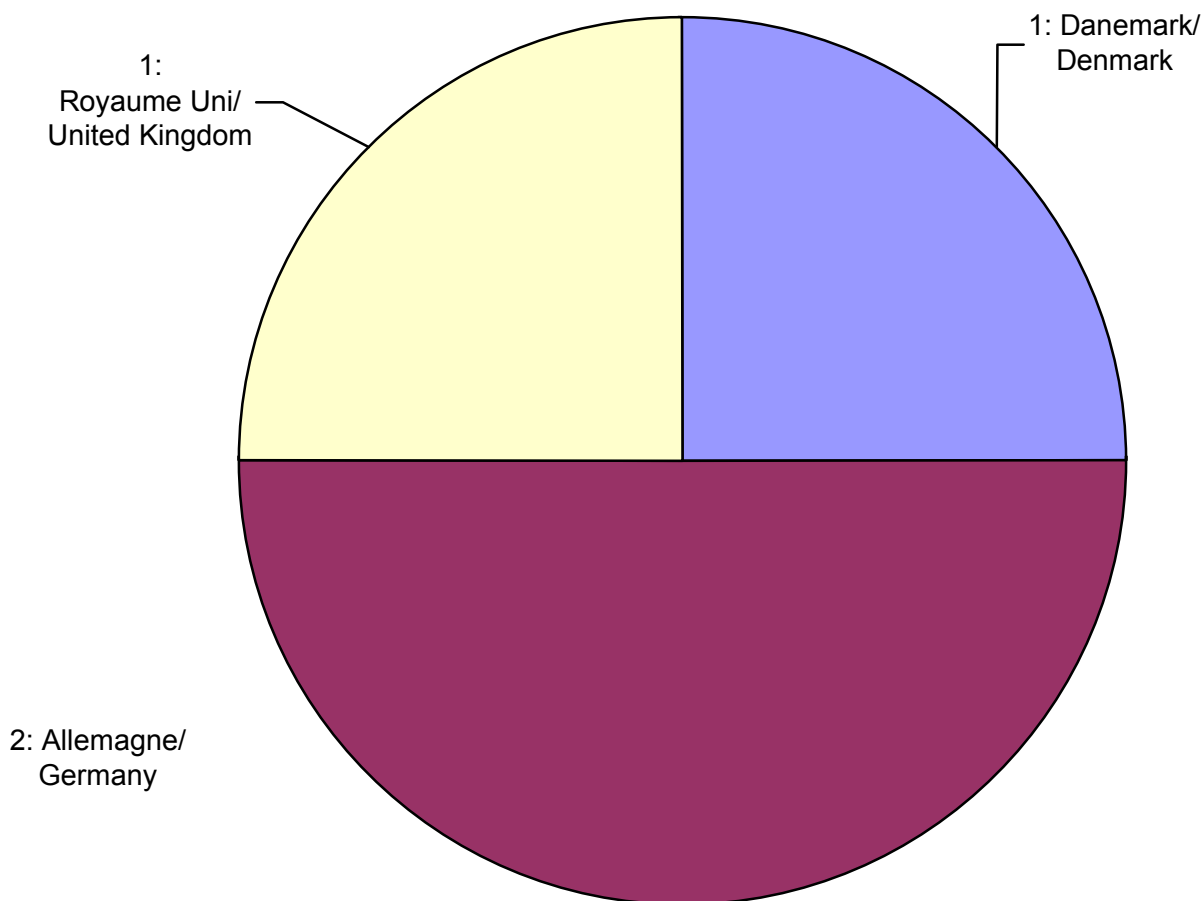
Total: 4

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Spain. E.g.: there is 1 Italian lawyer registered in Spain.

Last update: August 2002.

<sup>1</sup> Ce chiffre a été fourni par la délégation espagnole auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement pour les barreaux suivants: Barcelone, Baléares, Alicante et Orihuela. The figure was provided by the Spanish delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive for the following Bars: Barcelona, Baleares, Alicante and Orihuela.

**Avocats "communautaires" en Finlande**  
**"Community" lawyers in Finland**



Total : 4

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en Finlande. Ex : il y a 1 avocat danois inscrit en Finlande.

Dernière mise à jour : juin 2002

Total: 4

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Finland. E.g.: there is 1 Danish lawyer registered in Finland.

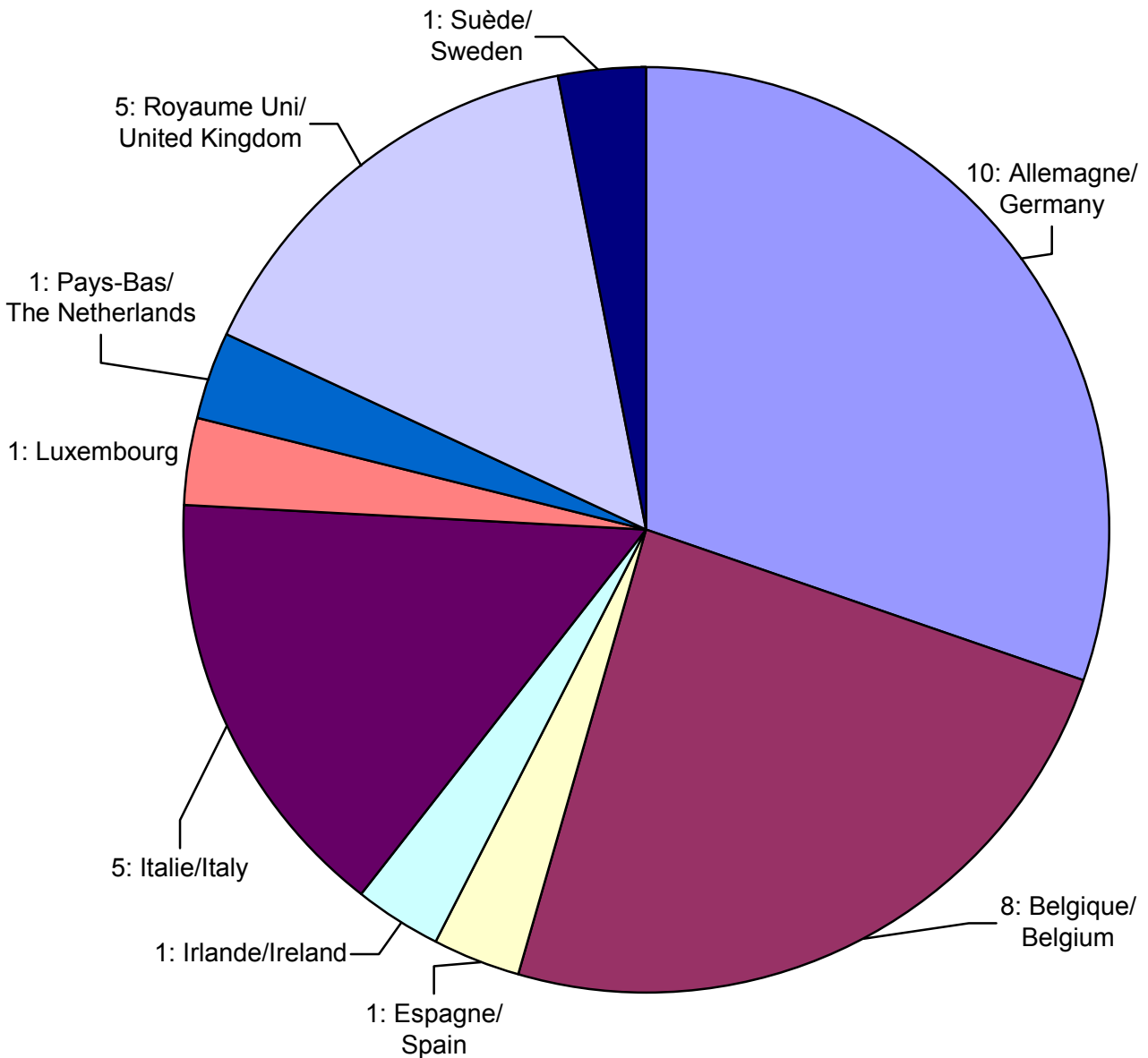
Last update: June 2002.

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<sup>1</sup> Ce chiffre a été fourni par la délégation finlandaise auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.

The figure was provided by the Finnish delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.

**Avocats "communautaires" en France**  
**"Community" lawyers in France**



Total : 33.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en France. Ex : il y a 1 avocat irlandais inscrit en France.

Dernière mise à jour : mai 2002

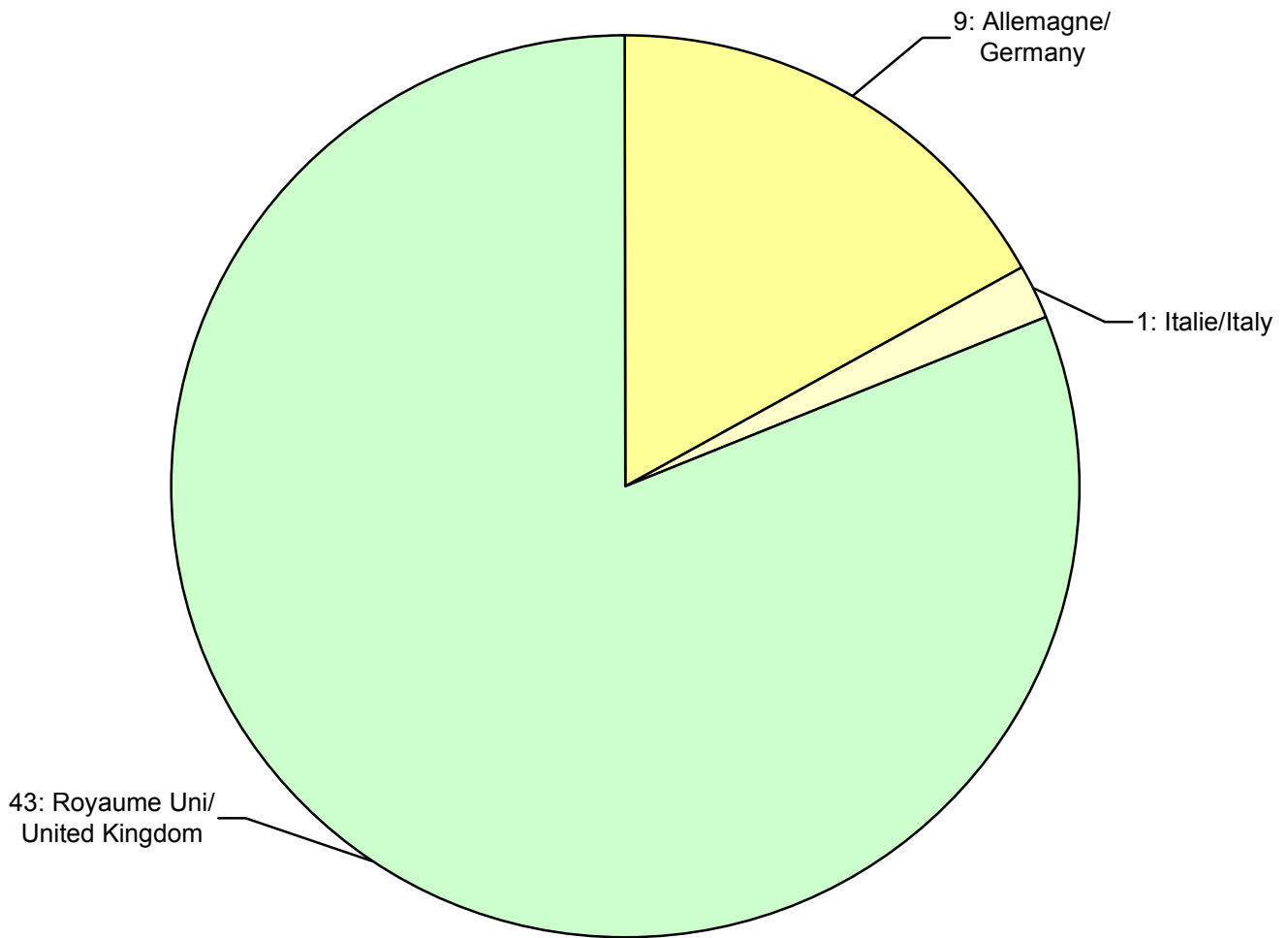
Total: 33.

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in France. E.g.: there is 1 Irish lawyer registered in France.

Last update: May 2002

<sup>1</sup> Ce chiffre a été fourni par la délégation française auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement pour le Barreau de Paris.  
The figure was provided by the French delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive for the Paris Bar.

**Avocats "communautaires" en Grèce**  
**"Community" lawyers in Greece**



Total : 1.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en Grèce. Ex : il y a 1 avocat italien inscrit en Grèce.

Dernière mise à jour : septembre 2002

Total: 1.

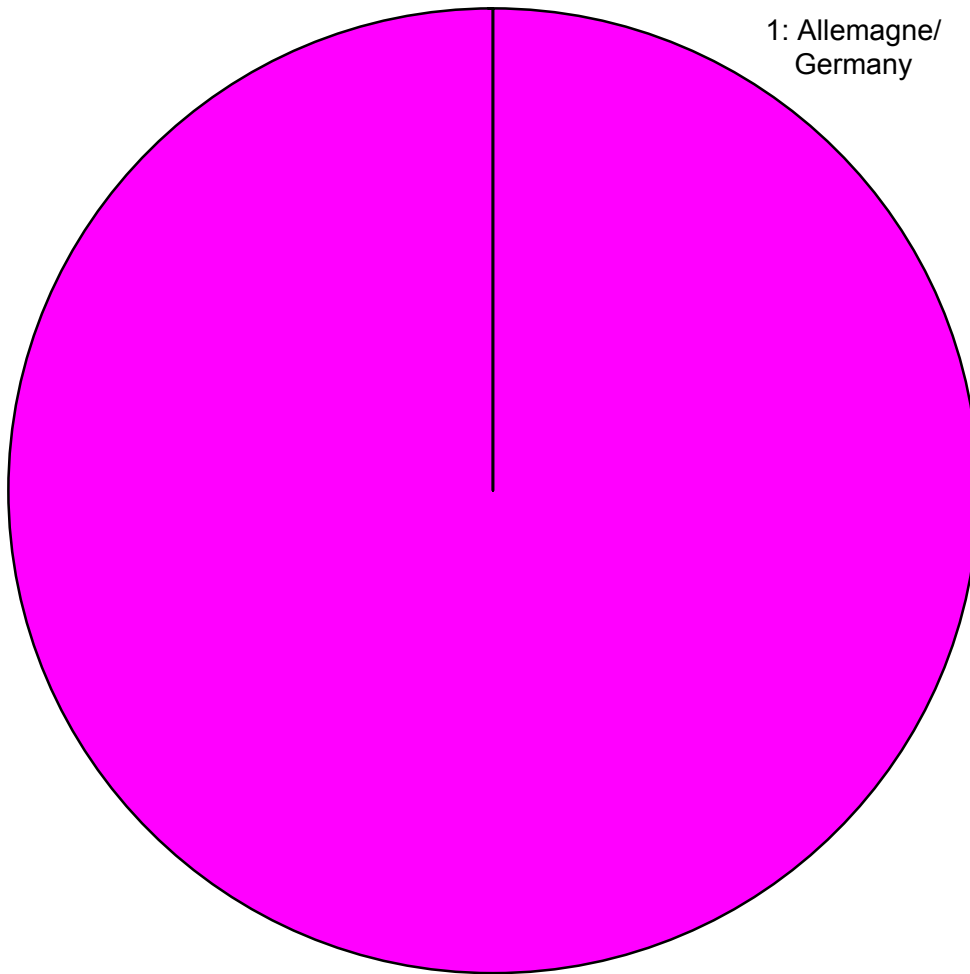
The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Greece. E.g.: there is 1 Italian lawyer registered in Greece.

Last update: September 2002

<sup>1</sup> Ce chiffre a été fourni par la délégation hellénique auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.  
The figure was provided by the Hellenic delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.



**Avocats "communautaires" en Islande**  
**"Community" lawyers in Iceland**



Total : 1.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en Islande. Ex : il y a 1 avocat allemand inscrit en Islande.

Dernière mise à jour : juin 2002

Total: 1.

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Iceland. E.g.: there is 1 German lawyer registered in Iceland.

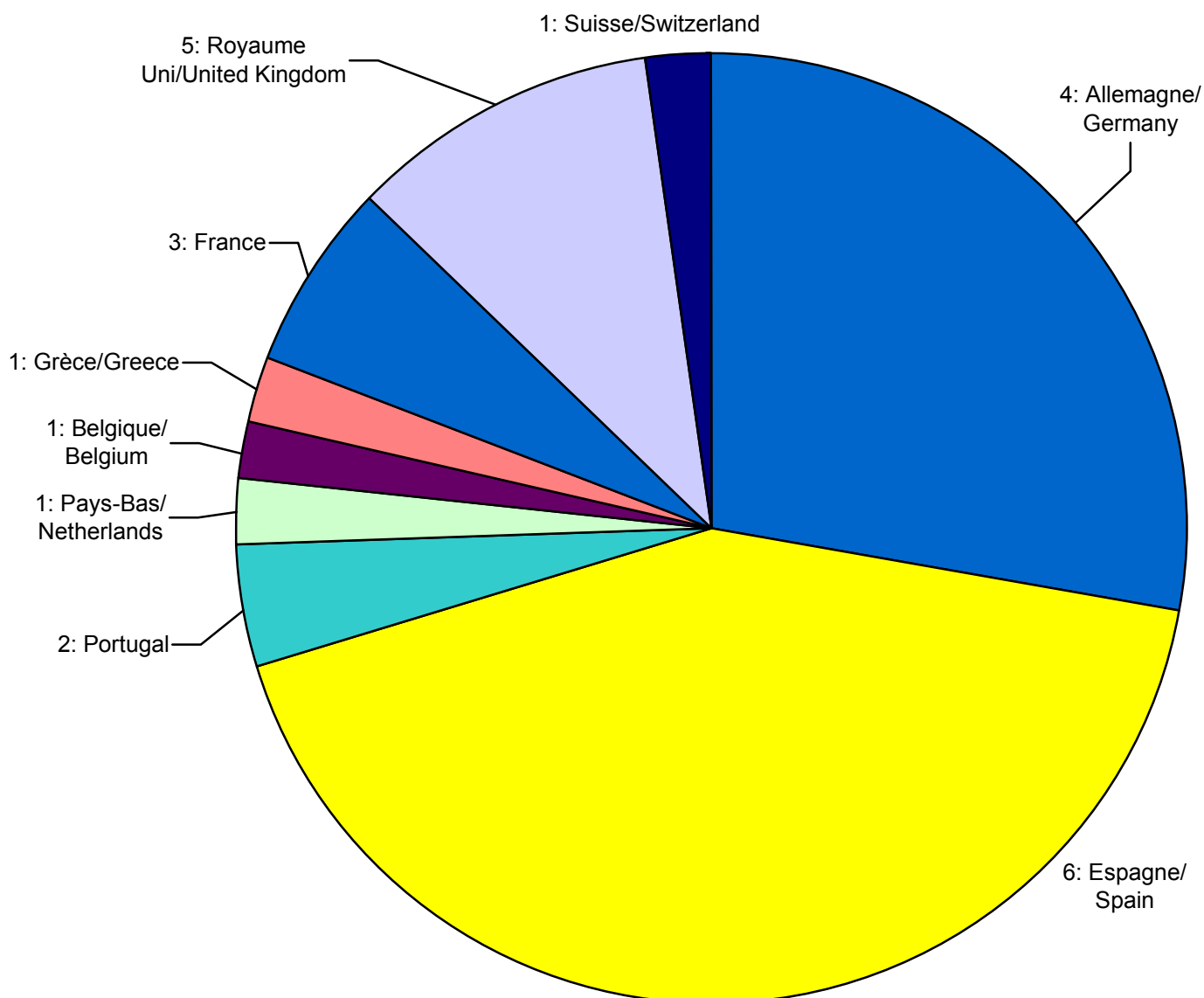
Last update: June 2002

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<sup>1</sup> Ce chiffre a été fourni par la délégation islandaise auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.

The figure was provided by the Icelandic delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.

**Avocats "communautaires" en Italie**  
**"Community" lawyers in Italy**



Total : 47.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en Italie. Ex : il y a 4 avocats allemands inscrit en Italie.

Dernière mise à jour : juin 2002

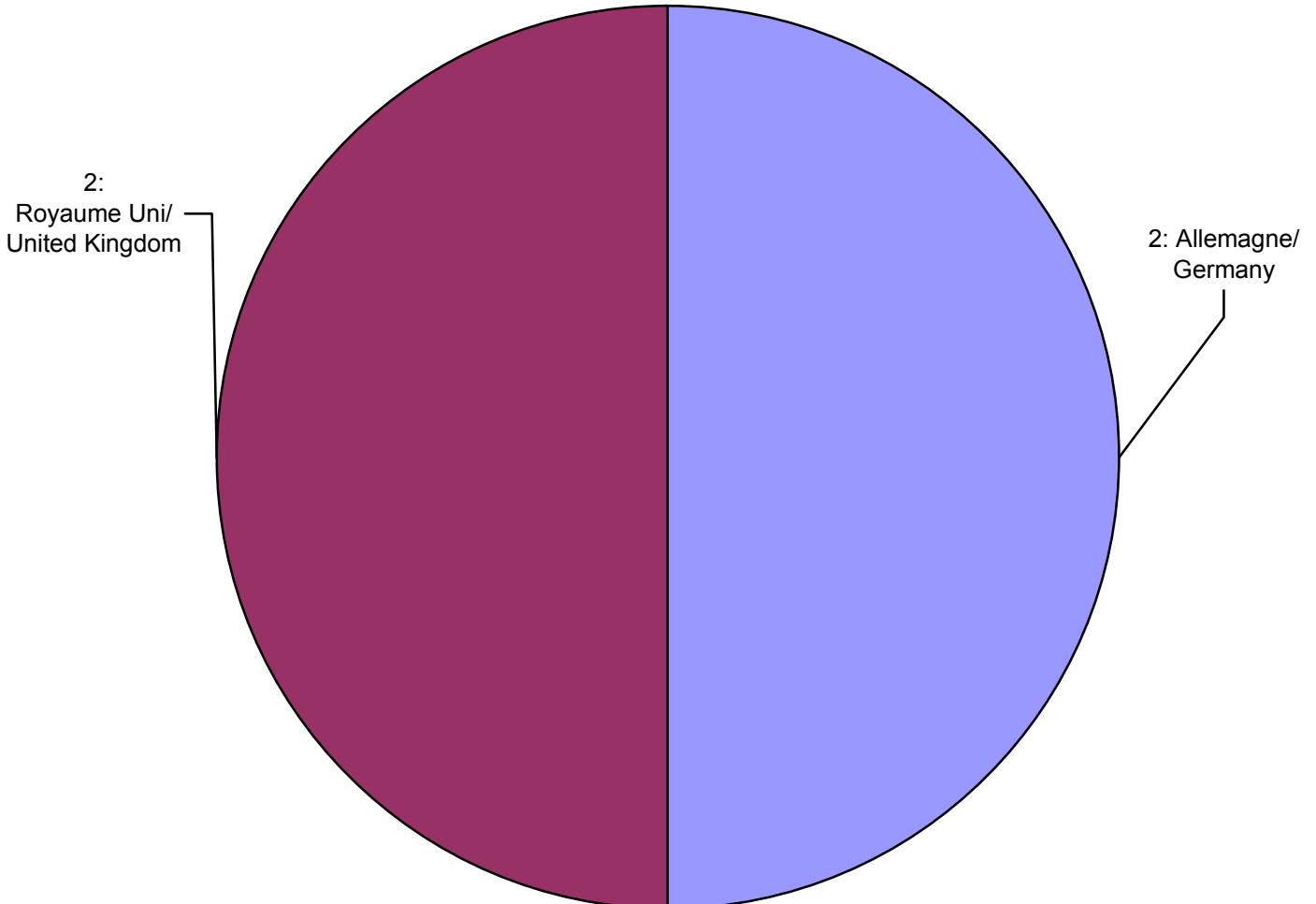
Total: 47.

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Italy. E.g.: there are 4 German lawyers registered in Italy.

Last update: June 2002

<sup>1</sup> Ce chiffre a été fourni par la délégation italienne auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.  
 The figure was provided by the Italian delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.

**Avocats "communautaires" en Norvège**  
**"Community" lawyers in Norway**



Total: 4.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en Norvège. Ex: il y a 2 avocats allemands inscrits en Norvège.

Dernière mise à jour : juin 2002.

Total: 4.

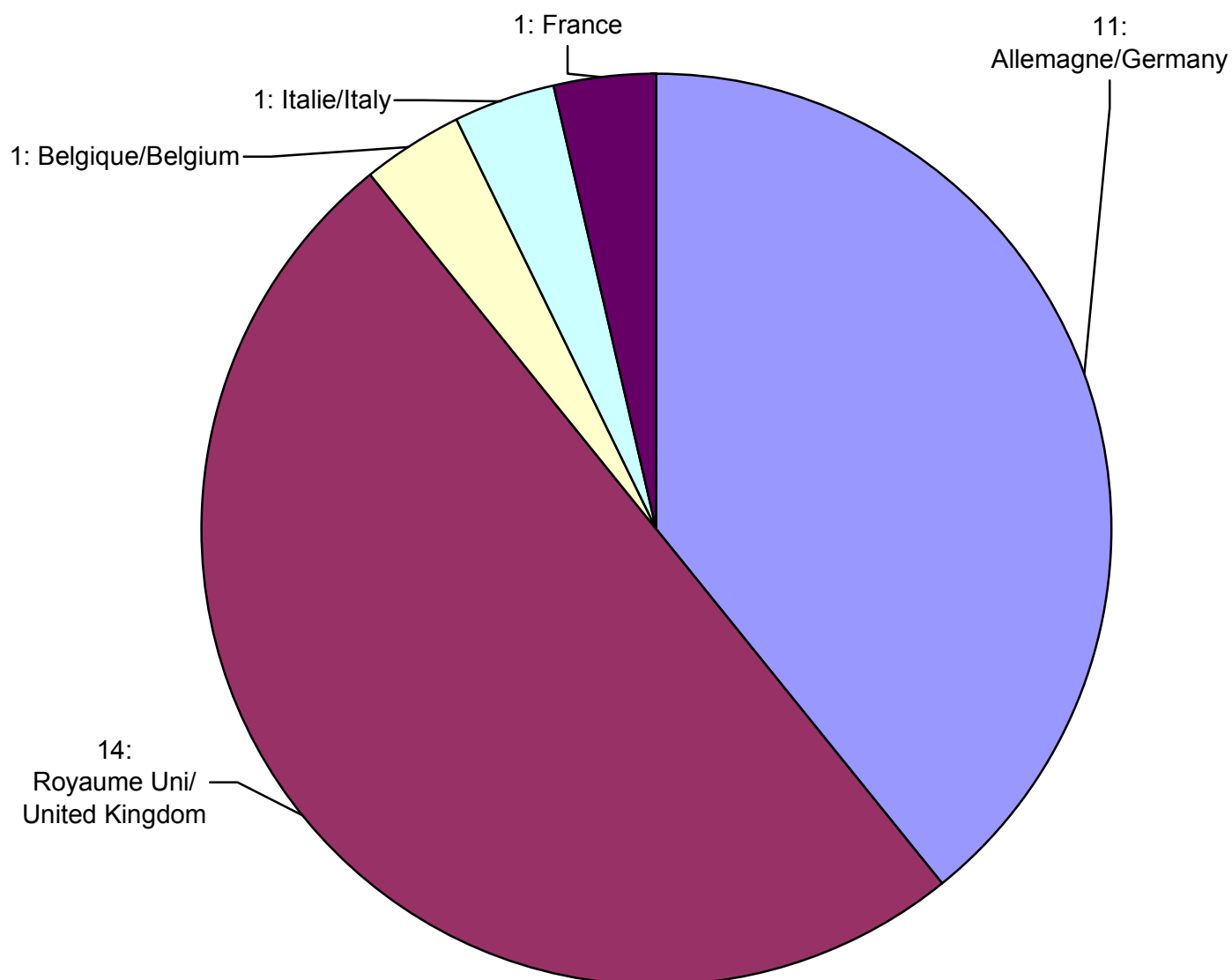
The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Norway. E.g.: there are 2 German lawyers registered in Norway.

Last update: June 2002.

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<sup>1</sup> Ce chiffre a été fourni par la délégation norvégienne auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.  
The figure was provided by the Norwegian delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.

**Avocats "communautaires" aux Pays-Bas**  
**"Community" lawyers in the Netherlands**



Total: 28

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits aux Pays-Bas. Ex : il y a 11 avocats allemands inscrits aux Pays-Bas.

Dernière mise à jour : juin 2002

Total: 28

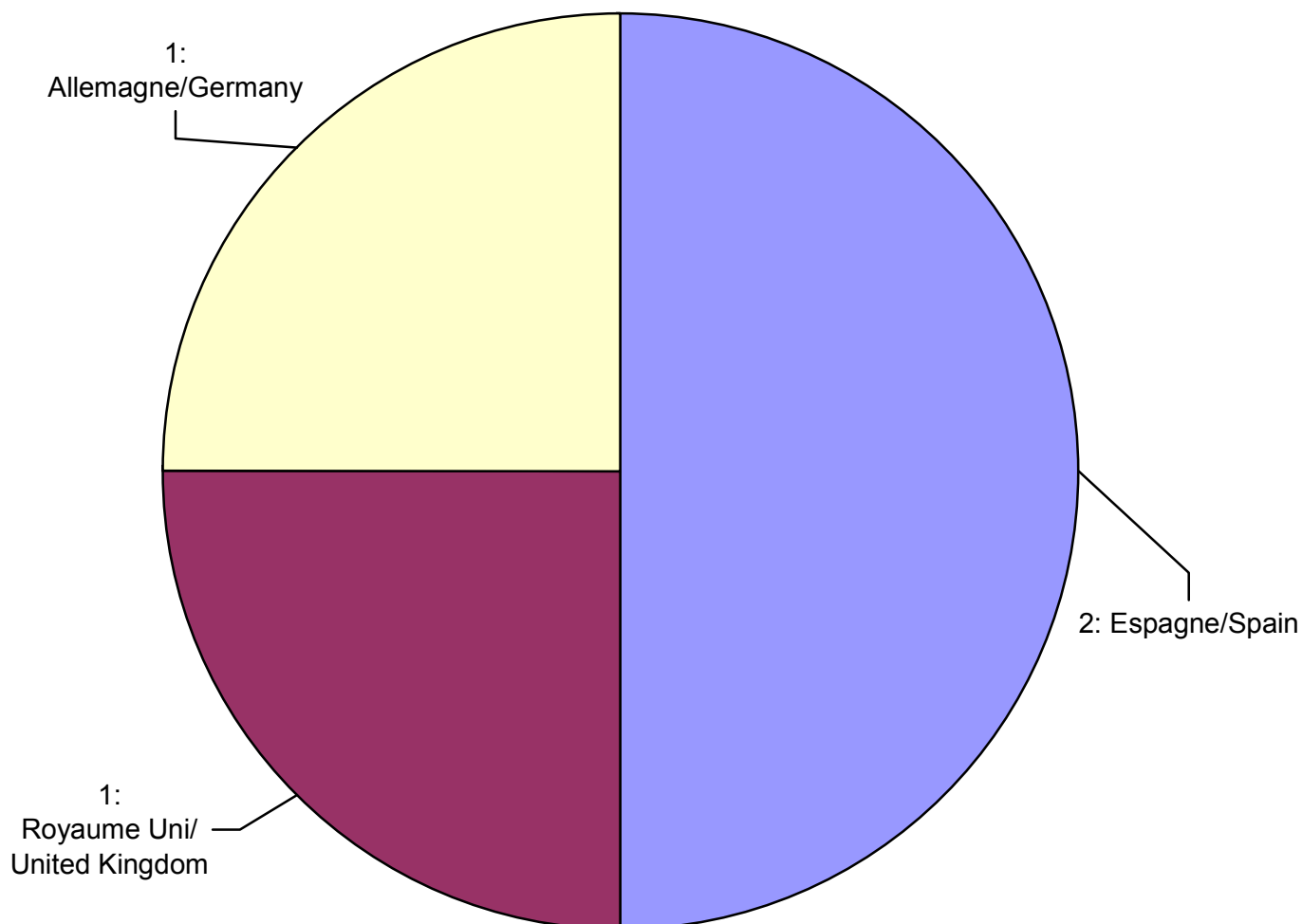
The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in the Netherlands. E.g.: there are 11 German lawyers registered in the Netherlands.

Last update: June 2002

<sup>1</sup> Ce chiffre a été fourni par la délégation néerlandaise auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement pour les barreaux suivants: Amsterdam, Rotterdam, Dordrecht, Zwolle.

The figure was provided by the Netherlands delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive for the following Bars: Amsterdam, Rotterdam, Dordrecht, Zwolle.

**Avocats "communautaires" au Portugal**  
**"Community" lawyers in Portugal**



Total : 4.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits au Portugal. Ex : il y a 2 avocats espagnols inscrits au Portugal.

Dernière mise à jour : juin 2002.

Total: 4.

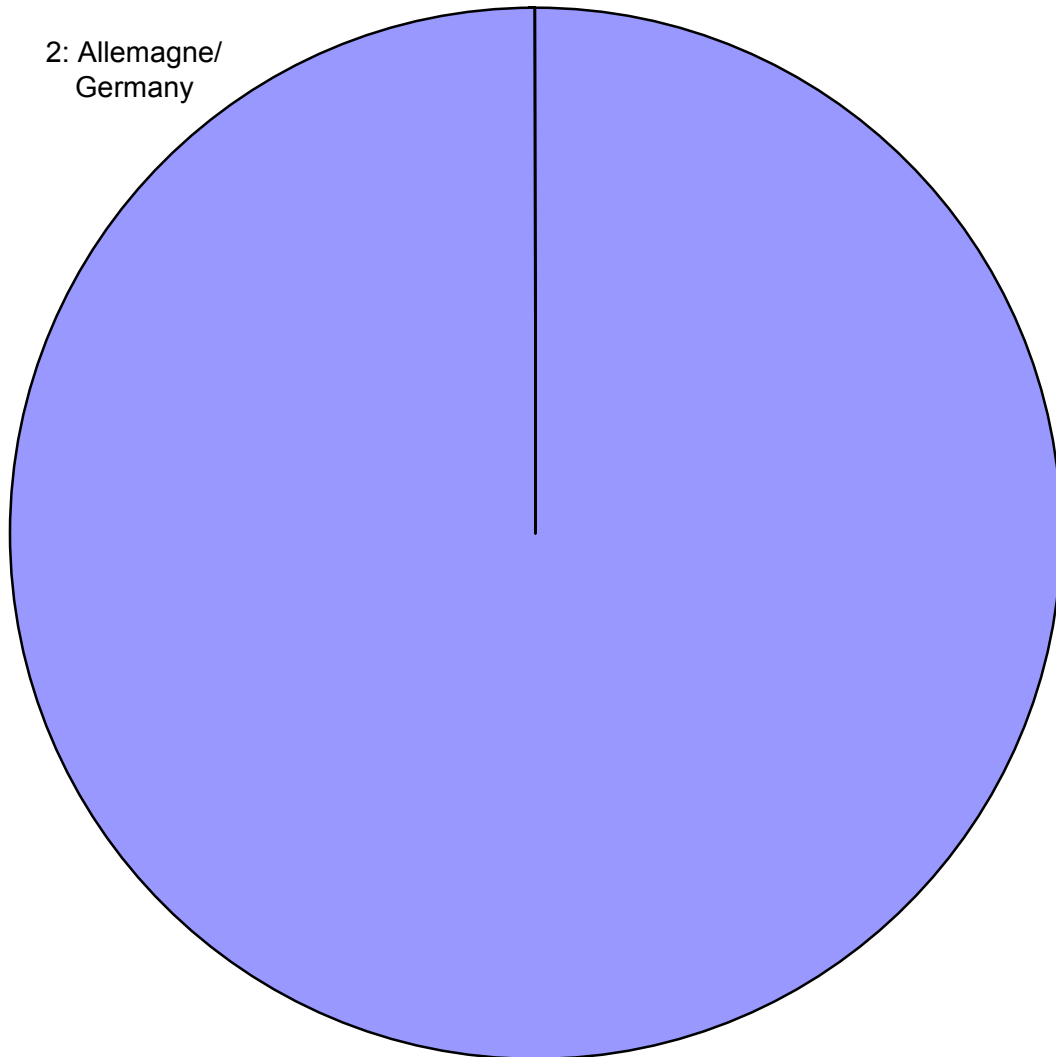
The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Portugal. E.g.: there are 2 Spanish lawyers registered in Portugal.

Last update: June 2002.

<sup>1</sup> Ce chiffre a été fourni par la délégation portugaise auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.

The figure was provided by the Portuguese delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.

**Avocats "communautaires" en Suède**  
**"Community" lawyers in Sweden**



Total : 2.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits en Suède. Ex : il y a 2 avocats allemands inscrits en Suède.

Dernière mise à jour : juin 2002.

Total: 2.

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in Sweden. E.g.: there are 2 German lawyers registered in Sweden.

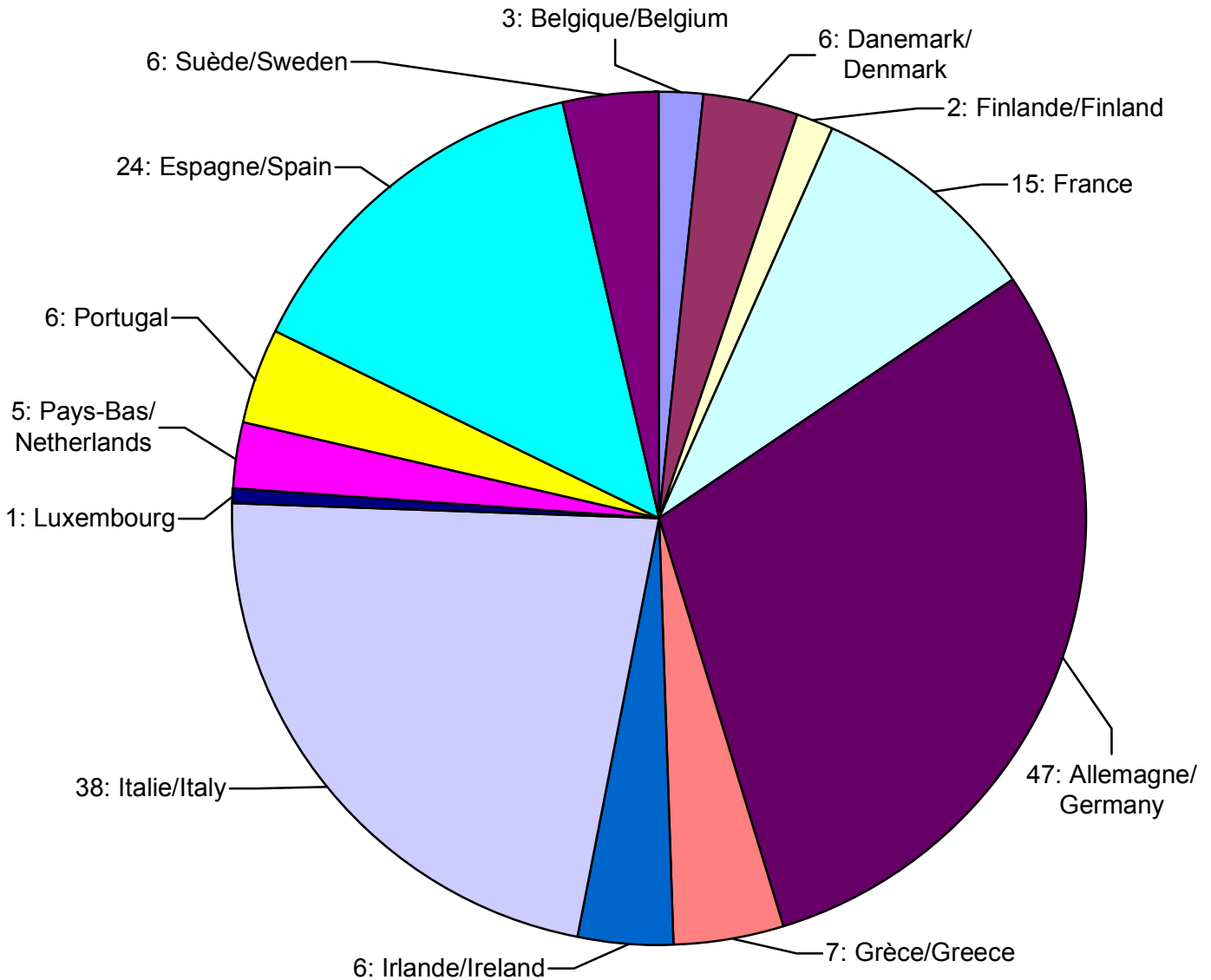
Last update: June 2002.

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<sup>1</sup> Ce chiffre a été fourni par la délégation suédoise auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.

The figure was provided by the Swedish delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.

**Avocats "communautaires" au Royaume Uni**  
**"Community" lawyers in United Kingdom**



Total : 168.

Les nombres<sup>1</sup> indiqués correspondent au nombre total d'avocats d'un pays inscrits au Royaume-Uni. Ex : il y a 15 avocats français inscrits au Royaume-Uni.

Dernière mise à jour : septembre 2002.

Total: 168.

The mentioned figures<sup>1</sup> correspond to the total number of lawyers from one country registered in United Kingdom. E.g.: there are 15 French lawyers registered in United Kingdom.

Last update: September 2002.

<sup>1</sup> Ce chiffre a été fourni par la délégation du Royaume Uni auprès du CCBE et représente les statistiques d'inscriptions en vertu de la directive Etablissement.  
 The figure was provided by the UK delegation to the CCBE and represents statistics on registrations in accordance with the Establishment Directive.