

Professional indemnity

Insurance Group
2026 Webinar Programme

Lead Partner	Laura Opilio, Italy
Panel Members	Anne Renard, France Kim van Zummeren, Belgium Felipe Bastos, Brazil Marlot Tak, The Netherlands Winnie Shekhar, India

Agenda

- 01 India: overview of PI insurance in the Indian market
- 02 Recent developments in legislation and case law affecting professional indemnity in Brazil, France, The Netherlands, Belgium and Italy

Professional indemnity

Insurance Group
2026 Webinar Programme



Speakers

Professional indemnity

Insurance Group
2026 Webinar Programme



Laura Opilio
Partner

Rome, Italy



Anne Renard
Counsel

Paris, France



**Kim van
Zummeren**
Counsel

Antwerp, Belgium



Felipe Bastos
Partner

São Paulo, Brazil



Marlot Tak
Senior Associate

Amsterdam, The
Netherlands



Winnie Shekhar
Partner

Bengaluru, India

INDIA – Overview of PI insurance in the Indian Market

01

India's Insurance Market

Market Size & Growth

- Professional Liability Insurance market size: USD 1,181.70 million (2024), projected **CAGR of 7.7% by 2033**.
- India ranked 10th largest insurance market globally by nominal premium volumes in 2024 with a global market share of 1.8% (Swiss Re Report).
- In the liability insurance landscape: D&O has become mainstream in listed companies and PE-backed businesses.
- W&I and tax insurance are now routine in M&A transactions; PI remains largely underdeveloped.

Insurance Penetration & density (2024-25)

- Overall insurance penetration held steady at 3.7% in 2024-25.
- Life insurance penetration declined from 2.8% to 2.7%; non-life penetration remained at 1%.
- Insurance density rose from USD 95 (2023-24) to USD 97 (2024-25): life density up from USD 70 to USD 72; non-life stable at USD 25.
- Liability insurance in India encompasses PI, D&O, CGL, cyber and IT E&O.

PI Landscape

- The market is heavily dominated by life insurance and motor/health in the non-life segment.
- Liability insurance covering D&O, PI, cyber and commercial general liability is a relatively nascent but fast-growing line, forecast at 8% CAGR through 2030.
- Most professionals: lawyers, CAs, architects carry cover only when a client or procurement contract requires it, not as a standard risk management practice.

India – Regulatory Landscape

India is client-demand-driven, not law-driven. Unlike most European jurisdictions, India has no single statute mandating PI across professions — coverage is a patchwork.

Insurance Brokers (IRDAI)

PI is mandatory with prescribed minimum limits for IRDAI-regulated insurance brokers.

Stock Brokers (SEBI)

Mandatory for trading members to hold a Stock Brokers Indemnity Policy under SEBI Circular and SEBI (Stock Brokers) Regulations 2026. Investment advisers and research analysts have no equivalent PI requirement.

Doctors

No statutory mandate; hospitals require cover contractually, making it practically unavoidable. Providers include IMA National Professional Protection Scheme. In *Indian Medical Association v. V.P. Shanta & Ors*, the Supreme Court held medical services are within the Consumer Protection Act, increasing litigation against doctors.

Chartered Accountants

No statutory mandate. ICAI has entered into an MOU with New India Assurance Co. Ltd to provide PI insurance to CAs.

Lawyers

No statutory mandate. Large firms carry cover driven by international client expectations; solo and smaller-firm market is largely uninsured. Supreme Court in *Bar of Indian Lawyers v D.K. Gandhi (2024)* held advocates are not covered under Consumer Protection Act for deficiency of service but can be held liable for misconduct or tortious/criminal acts.

This places Indian lawyers in a structurally different position from doctors, and from lawyers in Belgium, the Netherlands and Italy, where consumer-facing liability exposure is well established.

Architects & Engineers

Required for certain government and enterprise tenders contractually; no statutory baseline. Council of Architecture guidelines allow mutual agreement for PI with clients, it is advisory in nature, not binding.

India – Recent Trends – D&O Claims

FDI Liberalisation

The *Sabka Bima Sabki Raksha* (Amendment of Insurance Laws) Act, 2025 now permits 100% FDI by automatic route in Indian insurers, up from 74%. Global PI players can now enter with full ownership. This structural event will reshape capacity and product standards in India.

Audit Enforcement as a PI Signal

- India's audit regulator NFRA has debarred 85 CAs and penalised 103 auditors between 2022 and 2025 for professional misconduct, including a 10-year debarment and EUR 22,000 fine upheld by the Supreme Court in the *Seya Industries audit case*.
- Regulatory enforcement against professionals is rising sharply, yet PI coverage among CAs remains voluntary.

D&O Insurance Mandate (SEBI LODR)

SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 require: (i) top 1,000 listed entities by market cap to maintain D&O insurance for **all independent directors**; (ii) high value debt listed entities to maintain D&O insurance for **all independent directors**.

D&O Claims Trend (*Marsh India Data*)

- D&O claim notifications **rose 32%** in 2024-25 v. 2023-24, with significant rises from BFSI, manufacturing, pharmaceutical and IT sectors.
- Over 50% of D&O claims in the past 4 years came from BFSI clients, largely from borrowers contesting NPA enforcement and regulatory investigations into bank officials.
- IT, manufacturing and pharmaceutical clients saw large, complex claims: breach of fiduciary duty, breach of regulatory provisions, unfair employment practices, and criminal/regulator investigations.
- 2024-25 recorded the highest D&O notification volume; BFSI claims had low monetary exposure but high volume. Claims ranged from USD 10,000 to USD 350,000.

E&O Claim – Illustrative Case Study (*Marsh India*)

E&O Claim (Financial Services): Manual input error during treasury bill bidding caused incorrect yield calculation and investor loss. Insurer objected on grounds of first-party loss, voluntary assumption of liability, and exclusions. Marsh successfully established the Fund as insured party, approximately USD 400,000 covered.

India – Structural Issues & Emerging Risks

Consumer Courts as the PI Claims Forum

India's Consumer Protection Act, 2019 gives any claimant a fast, low-cost route against a professional for deficiency of service. The Supreme Court in (*Citicorp Finance case*) confirmed that an arbitration clause does not oust consumer court jurisdiction. Unlike European models, the claimant does not need to be a sophisticated counterparty. This directly shapes how PI claims are made, defended, and priced.

The Claims-Made Trap

PI in India is almost universally written on a claims-made basis, but awareness of **retroactive date preservation** is very low among individual practitioners. Switching insurers without carrying forward the retroactive date, often for a marginally cheaper premium, is the most common source of coverage disputes. Tail Reporting Coverage / Extended Reporting Period (ERP) provides continued protection for claims made after policy expiry where the underlying professional services were rendered during the active period; this mechanism is critical but underutilised.

Absence of Statutory Liability Caps

India has no statutory liability cap for professional negligence, unlike jurisdictions such as Italy and Belgium. Damages are awarded on compensatory principles. In *Balram Prasad v. Kunal Saha* (2013), the Supreme Court awarded ~INR 6 Cr (~EUR 55,00 at current rates) in medical negligence, remaining a key benchmark. In *Deep Nursing Home v. Manmeet Singh Mattewal* (2025), the Court reaffirmed consumer forum jurisdiction over medical professionals while limiting awards to the pleadings, which reflects uncapped and unpredictable exposure through accessible consumer forums.

Data Liability as a new PI Trigger

The Digital Personal Data Protection Act, 2023 creates new exposures for Chartered Accountants, IT professionals, and healthcare providers that most existing PI policy wordings do not yet address. This gap represents both an emerging coverage risk and a product opportunity.

India's PI market is at an inflection point — driven by rising regulatory enforcement, 100% FDI liberalisation, and a data protection regime that has arrived before the insurance products designed to cover it.

India – Procedural Features: What makes India different?

No direct action against the insurer

Third parties have no statutory right to sue a PI insurer directly, unlike Belgium and Brazil. Liability must first be established against the professional.

Right to defend, not duty to defend

Most Indian PI policies give the insurer a discretionary right to associate with the defence. There is no obligation to cover defence costs beyond the policy limit.

Claims decisions cannot be outsourced

IRDAI's Master Circular (June 2024) prohibits insurers from delegating underwriting or claims decisions, a structural constraint for international insurers entering post the 100% FDI liberalisation.

Developments in legislation and case law in
Brazil, France, The Netherlands, Belgium
and Italy

02

BRAZIL

Brazil – New Insurance Act (effective as of 11 December 2025)

- Liability insurance now serves a dual function
 - Protect the insured against the detrimental effects of liability attribution
 - Protect the interest of injured third parties
- Defence costs, when purchased, must be subject to a separate limit from the indemnity limit
 - In PI insurance, defence costs are typically included by default
 - Certain insurers are introducing specific sub-limits per type of claim (civil, labour, tax, criminal, etc.).
 - Other insures allow insureds to choose the percentage of the sum insured to be allocated to defence costs

Brazil – New Insurance Act (effect as of 11 December 2025)

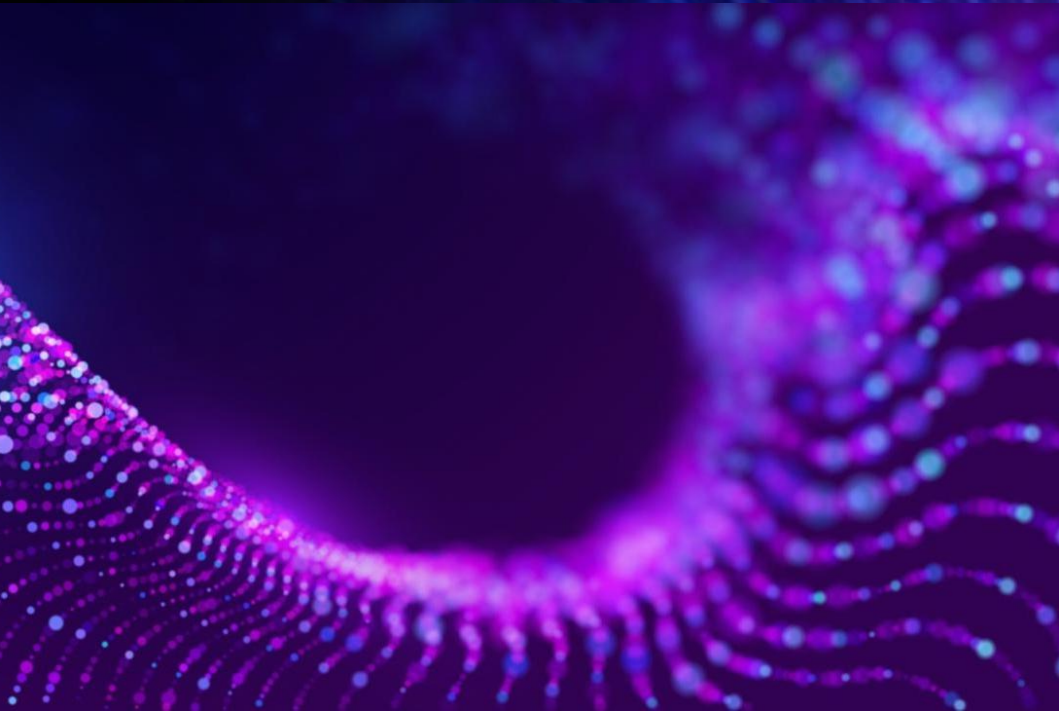
- Claims handling: Coverage Adjustment and Claim Settlement
 - Coverage adjustment: insurers have 30 days from receipt of the notice of claim (and all documents required under the policy) to take a coverage position. Otherwise, the insurer may lose the right to deny coverage.
 - Claim settlement: insurers have 30 days to quantify and pay covered claims. Late payment is subject to a 2% penalty + monetary adjustment + delinquent interest + losses and damages.
 - The 30-day period may be suspended only:
 - (i) once – sum insured \geq USD165k (500 minimum wages); or
 - (ii) twice – sum insured $<$ USD 165k (500 minimum wages)
 - The insurance regulatory authority will likely extend the 30-day deadline to up to 120 days for large risks (yet to be defined) and when claims handlings proves very complex on a case-by-case basis
 - The insurer is bound by the grounds invoked for denial of coverage – i.e., it cannot introduce new grounds for rejecting a claim.

Brazil – Mitigation Costs (Sue and Labour) and Limitation Periods

- Mitigation costs must be borne by the insurer
 - Does not erode the sum insured
 - Payable by the insurer even if the deductible threshold is not met
- The policy must establish a separate limit for mitigation costs
 - Absent an agreed limit, the default limits shall correspond to 20% of the sum insured applicable to the triggered coverage
- Limitation Periods
 - Insured: 1 years from coverage denial
 - Beneficiary: 3 years from the date of loss
 - Any request for reconsideration of a coverage denial suspends the limitation period once

Brazil – Some Procedural Issues

- Direct action against the insurer requires joinder of the insured.
 - Insureds must use best efforts to disclose the policy and its content to injured third parties.
- Policyholders are free – and have the right – to choose defence counsel
 - Insurers may object based on lack of expertise or unreasonable fees.
- The insured must act diligently in connection with the case (e.g., fulfil procedural acts, attend hearings, etc.), and preserve the insurer's subrogation rights.



Professional indemnity

Insurance Group
2026 Webinar Programme

FRANCE

France – Extraterritorial Application of French Insurance Law

- French insurance law contains mandatory rules (public policy)
- In particular, exclusion clauses must be clearly visible and formally limited - otherwise null and void
- 2023 rulings: French validity rules for exclusions apply regardless of governing law
- Position still debated, situation remains uncertain
- **Key takeaway:** foreign insurers should remain cautious regarding French mandatory rules, especially if PI damage may occur in France

France – Mandatory wording on statute of limitations

- Limitation period for insurance claims: 2 years (vs. 5 years for general civil claims)
- Mandatory terms in the policy
- If mandatory wording is missing, insurer cannot rely on the 2-year or even the 5-year limitation
- **Consequence:** the insured's right of action may never be time-barred

France – Claims-made policies – Run-off period and indemnity cap

- PI policies: claims-made or occurrence basis
- Claims-made policies: mandatory run-off period after termination (minimum 5 to 10 years)
- 2025 Supreme Court ruling: single indemnity cap for all claims notified during the run-off period - each payment reduces remaining cover
- **Exception:** policy may provide more favourable terms

Professional indemnity

Insurance Group
2026 Webinar Programme

THE NETHERLANDS

The Netherlands – Lawyers general aspects

Compulsory professional liability insurance for lawyers

- Obligated to be adequately insured against the risk of professional liability (Article 6.24 Voda).
- Minimum requirements for professional indemnity insurance policy (Articles 6.24 and 6.25 Voda).

Limitations of liability

- General exemption from the insurance obligation is not allowed.
- Article 6.26 Voda: a lawyer may agree in writing with the client that professional liability, excluding the deductible, is limited to the amount covered by the insurance policy. Only if the other requirements (mentioned in Articles 6.24 and 6.25 Voda) are met.

Emerging litigation flows and regulatory trends

- Duty of care Article 7:401 DCC: “*a reasonably competent and reasonably acting professional*”.
- The decisive factor is whether the lawyer's actions, viewed in the circumstances at the time, were justified.
- Disciplinary culpability does not automatically entail civil liability
- The Dutch Bar Association (NOvA) has updated its guidance on professional conduct rule 9, effective January 1, 2025, emphasizing that lawyers must always make clear in what capacity they are acting—whether as legal counsel or in another role such as independent investigator.

The Netherlands – Trends: AI

AI regulation in the legal profession

- Increasingly strict enforcement in relation to the use of AI by lawyers
- NOvA AI recommendations: The Dutch Bar Association had issued guidelines on the responsible use of AI by lawyers
 - Largely aligned with other countries, but with a notable addition: lawyers are advised to obtain prior client consent before using AI
 - Recommendation to implement a firm-wide AI policy and ensure oversight of its use
- NOvA 2026 Annual Plan: Research into the impact of AI on the legal profession and the enforcement of its use by lawyers
- Disciplinary consequences: Improper use of AI has resulted in mandatory AI training for lawyers
- AI and PI insurance: Questions arising around AI-specific exclusions in PI policies

Cases

- ECLI:NL:RBOBR:2026:2232
 - AI use scrutinised in court: ChatGPT-generated arguments were given no evidential weight where the methodology and reliability could not be verified
- ECLI:NL:RBROT:2025:10388 & ECLI:NL:RBGEL:2025:9423
 - Incorrect AI use in litigation: The court noted that cited case law (including ECLI numbers) was incorrect or non-existent, highlighting the risks of relying on unverified AI-generated content in pleadings

The Netherlands – Trends: billing disputes

Disciplinary regulations for lawyers in the Netherlands

- Rule 16(3): A lawyer must act with integrity and due care in financial matters and provide a precise and transparent account to the client
- Rule 17(2): A lawyer must, in principle, bill fees periodically and with proper specification, including the applicable rate and time spent or another agreed basis

Cases

- ECLI:NL:TADRAMS:2025:16, 27 januari 2025
 - The client argued that invoices were only issued in 2022 for work carried out in 2018–2021 and that some invoices were fabricated; the lawyer maintained that billing had been postponed due to outstanding payments
 - The disciplinary board held that the lawyer acted insufficiently transparently by failing to maintain a proper written record and adequately document communications, which was considered professionally misconduct
- ECLI:NL:TAHVD:2025:15, 31 januari 2025
 - The disciplinary court held that the lawyer had failed to adequately inform the client and had not sufficiently safeguarded the available budget, which was considered a lack of due care toward the client.
 - The lawyer was suspended for 13 weeks, of which 9 weeks were conditional.
- ECLI:NL:GHDHA:2018:1563, 3 juli 2018
 - In this case, a dispute arose over legal fees where a fee cap of €60,000 had been agreed, but the lawyer ultimately billed significantly higher amounts based on hourly rates
 - The court held that the cap applied only within the agreed scope and assumptions, and that additional work outside those assumptions could be invoiced separately

The Netherlands – (general) recent case law

Tiësto/Greenberg Traurig (ECLI:NL:GHAMS:2026:1289, Gerechtshof Amsterdam 12-05-2026)

Facts of the case

- International law firm held liable for negligent cross-border tax advice provided to DJ Tiësto regarding US tax residency and offshore trust structures
- Due to inadequate advice on the US ‘Substantial Presence Test’ income from foreign trusts became taxable in the US, resulting in approximately USD 17 million in additional taxes and penalties

Assessment of the Court of Appeal

- The Court of Appeal confirmed professional negligence: the adviser should have obtained more robust specialist US tax advice and properly informed the client about the relevant tax risks
- Causation established because the Court of Appeal considered it plausible that Tiësto would have adjusted his touring schedule to avoid US tax residency if properly advised

Key takeaway

- Judgment highlights increasing liability risks for law firms involved in international tax structuring and coordination of specialist advice

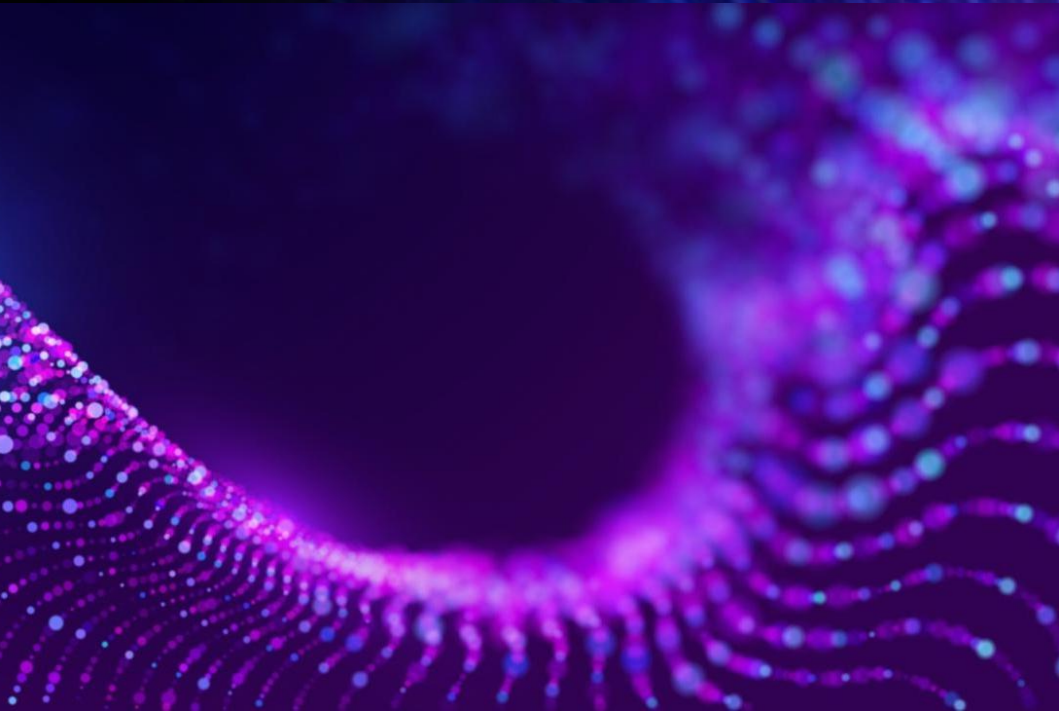
The Netherlands – Duty to disclose

- **Two month-period for Insurer to invoke the consequences of non-disclosure (Art. 7:929 DCC)**
 - ➔ Insurer may only invoke the consequences of non-disclosure if Insurer has informed the policyholder of the breach within two months after the discovery thereof, including the possible consequences of non-disclosure.
- **Recent case law about the “two month-period”:**
 - Netherlands’ Supreme Court 27 February 2026, ECLI:NL:HR:2026:298
 - Court of Appeal Amsterdam 17 March 2026, ECLI:NL:GHAMS:2026:610

! Key take away:

Insurers and their agents should be alert to the moment they obtain sufficient certainty that a policyholder has breached a pre-contractual duty to disclose.

Any indications of such a breach should be investigated because late notification of a non-disclosure to the policyholder leads to the impossibility of invoking the consequences of that non-disclosure.



Professional indemnity

Insurance Group
2026 Webinar Programme

BELGIUM

Belgium – Recent legislative developments

New Civil Code: relaxed causality

- Book 6 (effective 1 Jan 2025) codifies “multiple causes” and “loss of chance” rules
 - If several factors independently suffice to cause loss, each is still deemed a cause
 - Uncertain or alternative causation yields proportional compensation
- **Impact:** Easier for claimants to establish professional liability when harm results from complex or concurrent errors

Damage calculation – uncertainty regarding depreciation deduction

- New Civil Code:
 - Repairable damage – no depreciation
 - Irreparable damage: depreciation
- Case law Court of Cassation June 2024 (pre-dating new civil code): even for destroyed items, depreciation should in principle not be deducted

= conflict

Belgium – Recent case-law

Broker liability “shield” - Brussels CoA 12 Dec 2024

- An insured must challenge a “prima facie contestable” coverage denial in court first before suing the broker. Until a judge confirms the insurer’s refusal, the insured’s loss isn’t “certain”
- Insured has a duty to mitigate damage – hence insured is obliged to first exhaust action against insurer
- **Impact:** Protects brokers – they are not the first target when cover is denied, as policyholders/insureds should pursue the insurer before alleging broker negligence

Belgium – Recent case-law

Architect's duty expanded - Cass. 19 Dec 2025:

- The architect's duty of advice includes verifying that a contractor has the required licence/registration. Simply warning about quality or price issues is not enough
- **Impact:** Architects face greater PI exposure if they fail to perform legal checks. Building owners have stronger grounds to claim against architects for hiring unlicensed contractors

Belgium – Trends

AI-related professional liability

- Emerging risk: Belgian professionals (lawyers, accountants, etc.) using AI tools face new PI exposures if AI-generated output causes client loss (errors, bias, confidentiality issues, etc.)
- Specific policy issues:
 - PI policy's trigger = fault / negligence. Quid cover of fully autonomous AI tools?
 - Blurred line between technical product defect and professional error (e.g. out of specs functioning of AI-system)
 - Insured's appetite for performance guarantees
 - Question of silent AI-cover or tailored cover for AI-driven services

Belgium – Possible pitfalls

Evidence & burden of proof

- Courts can enforce duty to cooperate in proof
- In exceptional cases, a judge may reverse the burden of proof
- Judgment 6 March 2024: insurer ordered to produce loss adjuster's reports, correspondence, photographs and all other documents containing findings on the cause of the loss. Confidentiality explicitly rejected.
- **Impact:** insurers should be cautious in respect of the information that is recorded in writing regarding the loss and/or coverage position

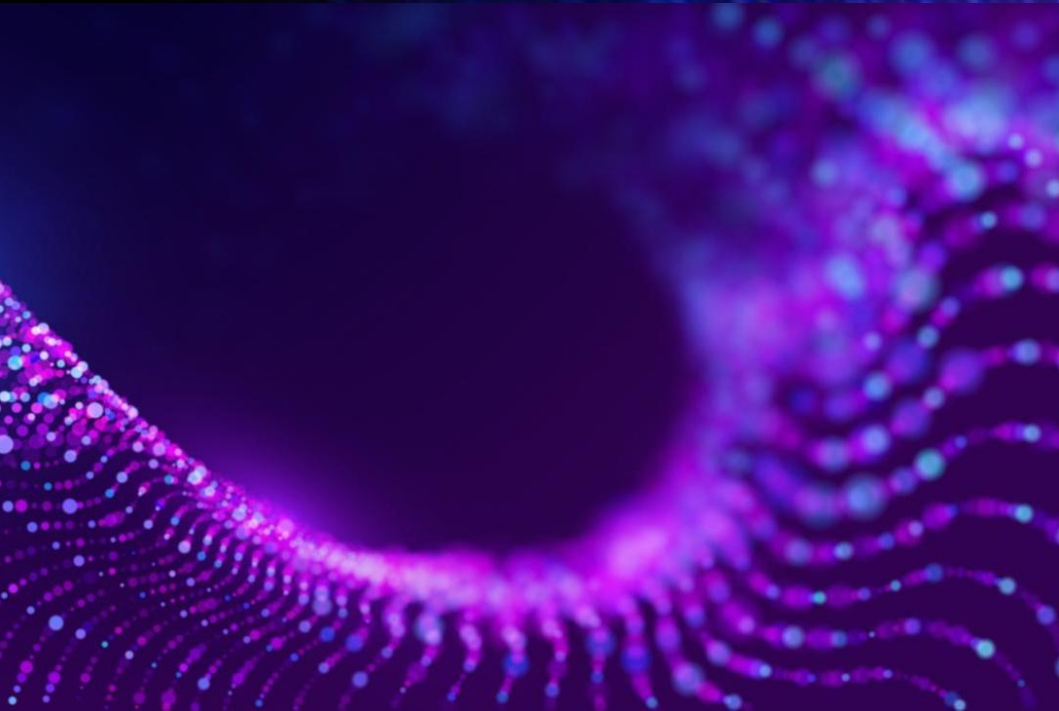
Belgium – Procedural and coverage issues

Defence costs, interests and mitigation costs beyond policy limits

- Statutory obligation to cover all defence costs, mitigation costs and legal interest even above the policy limit
- Principally unlimited exposure, but policy can cap this via an explicit clause, within statutory maxima

Third-party direct action and limited coverage defences

- Injured third party may sue liability insurer directly for compensation
- In mandatory liability insurance, insurer cannot use most coverage defences against victim
 - Architects, lawyers, engineers, accountants, medical professions, brokers, ...
 - Mons Court of Appeal 23 March 2023: architect's failure to notify the works to its insurer in due time cannot prejudice building owner



Professional indemnity

Insurance Group
2026 Webinar Programme

ITALY

Italy – Medical malpractice

- Contractual liability for hospitals, clinics and independent practitioners; employed physicians in tort absent direct mandate.
- Decree 15 Dec. 2023, No. 232 (in force 16 March 2024) sets minimum coverage and claims-made with retro/ultra-activity (policies to be adapted within 16 March 2026).
- Patient's direct action against the facility's / professional's insurer is now allowed (not against employed physicians).
- Compulsory pre-trial court-assisted technical ascertainment (art. 696-bis c.p.c.).
- Public-sector physicians: conduct causing loss to the public entity may trigger administrative/accounting liability before the Corte dei conti.
- Coverage: standard medical malpractice policies for public employees typically do not include administrative/accounting liability; coverage is available only if expressly endorsed or placed as a dedicated policy; intent is uninsurable; no statutory direct action.
- Non – pecuniary loss for serious injuries assessed on the basis of national tables adopted on 18 February 2025.
- Recourse/subrogation against employed physicians in gross negligence capped by reference to the professional's remuneration (also in public sector).

Italy – Insurers benefits for medmal

- Pricing predictability: Decree 232/2023 standardizes minimum coverage structures (including retro/ultra in claims-made) and clarifies opposable defenses in direct actions, reducing wording ambiguity and litigation over coverage triggers.
- Severity management: National Tables (DPR 18 Feb. 2025) anchor non-pecuniary quantum and cap equity uplift at 30%, narrowing judicial variance and enabling more accurate reserving and CAT modeling.
- Process efficiency: strengthened use of pre-trial court technical assessment fosters early technical convergence, lowering expert-cost inflation and cycle time to settlement.
- Public-sector physicians: no statutory direct action in administrative/accounting liability; recourse against employed physicians remains subject to the remuneration-linked cap, limiting back-to-back exposure for facility/insurer in subrogation.

Italy – Cap on liability of statutory auditors

- Reform passed in 2025: statutory cap and limitation period
- Statutory cap linked to the annual remuneration:
 - up to € 10.000 maximum 15x
 - up to € 50.000 maximum 12x
 - over € 50.000 maximum 10x
- The statutory cap is a substantive rule and applies only to conduct occurring on or after 12 April 2025 (entry into force of Law 35/2025), irrespective of when proceedings are filed or pending.
- Limitation period: 5 years from the date of the filing of the annual report of the financial year in which the damage occurred.
- The limitation period starts from the date in which the damage became evident in case of claim brought by third parties.
- Supreme Court line and early merits decisions confirm non-retroactivity; quantify under the pre-reform framework for earlier facts.

Italy – insurers benefits for liability claims involving statutory auditors

- Statutory cap narrows tail severity: post-12 Apr. 2025 conduct is subject to a monetary ceiling tied to annual fees (15× / 12× / 10×), reducing large-loss volatility across D&O / Sindaci extensions.
- Non-retroactivity: courts apply the cap only for facts occurred after 12 Apr. 2025, enabling clear segmentation of prior vs. current accident years and targeted IBNR adjustments.
- Five-year limitation (from filing of the annual report) yields firmer closure assumptions and lowers late-reported claim risk.
- Wording calibration: facilitates tighter sub-limits/deductibles aligned to the statutory cap and clarifies apportionment.

Italy – Public officers – Law No. 1/2026 (“Foti Law”)

- Law n. 1/2026 passed in January 2026: obligation for PO to have a P.I. policy in place before accepting the mandate.
- Obligation for the PO and the entity to join their PI policy in the proceedings (but not direct action against insurers).
- Definition of gross negligence: manifest breach; egregious factual error; documentary contrast (reliance on prevailing case-law / competent opinions excludes gross negligence).
- Proportional reduction powers and quantitative boundaries absent intent or unjust enrichment:
 - 30% of the damage or
 - double of the annual remuneration.
- Limitation (5 years from event; rules for concealment) and good-faith presumptions for technical vetted acts.
- Public-sector healthcare staff: conduct causing loss to the public entity may trigger administrative/accounting liability before the Corte dei conti. There is debate in the courts over whether the new concept of gross negligence also applies to cases of medical malpractice. The majority of case law rules this out, and the Court of Auditors of Puglia has referred the matter to the Constitutional Court (Order No. 11/2026).
- Coordination with healthcare recourse rules: according to some case law, internal/insurer recourse against employed physicians remains subject to the cap linked to remuneration under Law 24/2017 (three times the annual remuneration).
- Corte dei conti, II Appeal, Order No. 10/2026 (May): asked the Constitutional Court to assess if the cap limits are in line with the constitutional principles.

Italy – Insurers benefits for accounting/administrative liability

- Lower frequency for ‘action’ cases: renewed focus on intent (with gross-negligence taxonomy) raises the threshold for liability, likely reducing chargeable frequency/severity for public-entity risk pools.
- Quantitative reduction levers: proportional-reduction powers and boundaries (absent intent/enrichment) limit the loss.
- Insurability clarified: explicit accommodation of administrative/accounting coverage (intent excluded) supports product development with clearer exclusions and conditions; no generalized direct action preserves insurer defenses and claims control.

Q&A

Professional indemnity

Insurance Group
2026 Webinar Programme



Laura Opilio
Partner

Rome, Italy



Anne Renard
Counsel

Paris, France



**Kim van
Zummeren**
Counsel

Antwerp, Belgium



Felipe Bastos
Partner

São Paulo, Brazil



Marlot Tak
Senior Associate

Amsterdam, The
Netherlands



Winnie Shekhar
Partner

Bengaluru, India