

## ITALIAN INSURANCE ARBITRATOR

### A NEW OUT OF COURT DISPUTE RESOLUTION MECHANISM IN THE CONTEXT OF THE EUROPEAN ADR SYSTEMS. IMPACTS FOR INSURERS AND INTERMEDIARIES

21 October 2025

#### A long way towards the Insurance Arbitrator. Start of operations.

Following the long awaited implementing measures adopted by MIMIT (the Ministry of Enterprise and Made in Italy), on January 9, 2025, and subsequently by IVASS (the Italian Insurance Supervisory Authority) on May 23, 2025, Italy has finally implemented the Insurance Arbitrator (IA). The IA, established within IVASS, has a dual purpose: to fulfil the EU obligation under Article 15 of Directive (EU) 2016/97 (IDD) to introduce ADR systems for the out-of-court redress procedures for disputes with customers and to reduce the volume of court litigation.

The website of the IA is already online ([www.arbitroassicurativo.org](http://www.arbitroassicurativo.org)), and it will be operational for the consumers starting from 15 January 2026.

From that date, policyholders and insureds will be able to bring recourse before the IA by filing an online application through the website of the IA. Consequently, insurers and intermediaries must adapt their compliance and organizational structures, as better described below, to the new IA legal framework.

#### Insurers and intermediaries: how to join (or not) the IA in Italy

Adherence to IA is automatic. This means that both domestic insurers and intermediaries and those established in the European Economic Area (EEA) operating in Italy under the freedom to provide services (FoS) or on an establishment basis are automatically bound.

An exception to the automatic adherence to the IA applies to EEA insurers and intermediaries operating in Italy under the freedom to provide services, which may, however, chose not to adhere, provided that they notify IVASS by the last 30 July 2025 of their intention to opt for an alternative out-of-court dispute resolution scheme available in

#### Contacts

##### Molinari

Corso Giacomo Matteotti 10  
20121 Milano  
T. +39 029974371

their States of origin, provided that such scheme is recognised within the FIN-NET network.

IVASS clarified that (i) when an EEA insurer notifies non adherence to the IA, the relevant alternative ADR scheme **is the one of the insurer's State of registration**; and (ii) for an EEA branch of an insurer with head office in another EEA State, the relevant alternative ADR scheme, **is the one of the State in which the insurer has established the branch**, operating under FoS regime in Italy. Insurers and intermediaries that commence operations in Italy under the freedom to provide services after the date of adoption of IVASS provisions, and do not intend to adhere to the IA shall notify IVASS **within forty five (45) days** from the commencement of their activity by the same means.

IVASS has pointed out that where the insurer/intermediary, with registered office or residence in an EEA State, operating in Italy under the freedom to provide services, **does not adhere to or is not subject to an out-of-court dispute resolution system in its State of origin within the FIN-NET network**, it shall automatically join the IA.

Insurers and intermediaries **must designate an internal contact person** for managing contacts with the IA and equip themselves with a suitable electronic communication channel to interact with the IA (e.g., certified e-mail), since the disputes pending before the IA will be handled only via means of distance communication.

**Both insurers and intermediaries**, excluded its collaborators, may directly receive from the customers a recourse beyond the IA.

## Competence of the IA and affected classes of insurance

IA's competence covers disputes arising from insurance contracts concerning the determination of rights (including claims for compensation), obligations and powers relating to insurance benefits and services, or non compliance with the rules of conduct, insofar as they concern distribution activities. Where the claim seeks payment of a sum of money, the IA has jurisdiction only if the amount does not exceed the following thresholds:

- for disputes relating to life insurance contracts:
  1. € 300,000 where the contract falls within class I and the claim arises only in the event of death;
  2. € 150,000 for other life contracts and for class I contracts where the claim does not stem from death (for example, health insurance and long term care contracts);
- for disputes relating to non life (non life/damage) insurance contracts:
  1. € 2,500 where the dispute concerns the right to compensation for civil liability and is brought by the injured third party exercising a direct action against the insurer of the party responsible;
  2. € 25,000 in all other cases (including accident policies that provide for the event of death).

IVASS expressly confirmed that the IA **is also applicable** to cases of direct action in the context of **healthcare (medical) liability**.

The jurisdiction of the IA **does not extend** to disputes concerning claims handled by the Guarantee Fund for Victims of Hunting and Road Accidents, disputes falling within the competence of CONSAP (a company wholly owned by the Ministry of Economy and Finance which carries out under a concession regime a set of insurance services of a public nature aimed at covering the so-called "community risks" which cannot be compensated by the usual contractual mechanisms), nor to cases involving the so called "large risks", as defined in Insurance Code.

## Different ADR systems available in Italy to policyholders and insureds: IA vs. mediation vs. assisted negotiation.

Submitting the dispute to the IA – or to the other ADR systems already available, i.e. mediation and assisted negotiation - is a condition precedent in order to validly start a judicial proceeding: thus, the IA is an **"alternative" to the mediation and the assisted negotiation** out-of-court dispute resolution systems. It follows that:

- It is not permitted to submit a dispute to the IA, if the same dispute has already been submitted to a court or to another of the aforementioned ADR systems.
- If, after approaching the IA, the petitioner starts judicial proceedings (or a mediation or assisted negotiation procedure), then the proceeding before the IA cannot be continued.
- If the IA has already issued a decision on a given matter, the relevant parties cannot file a further dispute with the IA regarding the same matter.

### Commencement of the proceedings before the IA.

The submission of a dispute to the IA is **conditional upon the prior filing of a complaint** with the insurer and/or intermediary.

In particular, the IA proceedings can be started only in the event of no response to the complaint within the regulatory timeframe (i.e. 45 days from receipt) or an unsatisfactory response, and in any case, **within 12 months** from the date of filing the complaint.

The recourse to the IA **must have the same subject matter as the complaint, except for the possibility of requesting compensation for damages**, provided that such damages are an immediate and direct consequence of the conduct subject of the complaint.

### Decisions of the IA: enforceability and binding effects

Similarly to the decisions issued by other Italian ADR bodies in the banking and investment sectors (notably, the Banking and Financial Arbitrator (ABF), and the Arbitrator for Financial Disputes (ACF)), also the decisions of the IA will be neither binding nor enforceable and **will not subject to any appeal**. These limitations stem from the fact that the proceedings before the IA are subject to certain limitations: in fact, the IA cannot involve technical experts, nor hear the parties or witnesses, as the proceeding is based on documents only.

The IA must decide the dispute **within 90 days**, which **can be extended to additional 90 days in case of particularly complex disputes**.

Notwithstanding the absence of binding effects, failure by insurers and intermediaries to comply with IA's decisions lead to **reputational consequences**.

In particular, non-compliance is subject to **public disclosure** on both IA's website **(for 5 years)**, and insurer's or intermediary's website **(for 6 months)**.



## Main impacts for insurers and intermediaries

In addition to the organisational aspects mentioned above, the new IA provisions **are expected to directly affect also the compliance obligations** of insurers and intermediaries, which must adapt their **pre contractual and contractual information sets and digital channels (website and social media)** to align disclosure requirements with the IA procedures.

In relation to existing policies, the insurers must inform the policyholder regarding the IA procedures or the different ADR system of the Fin.Net network to which the insurer belongs.

Insurers and intermediaries must be prepared as well to promptly implement **all necessary safeguards and measures** to ensure full compliance with the new IA procedures and related communication flows, in order to mitigate the risk of non compliance.

## Meet the Team

### DANIELA RUNGGALDIER Salary Partner

Since the beginning of Daniela's career in 2003 her practice has been focusing on the assistance to financial institutions and insurance players in relation to M&A and other extraordinary transactions, reform of corporate governance, compliance issues, authorization, inspection and sanctioning proceedings before the European Central Bank, the Bank of Italy and the Insurance Supervisory Authority (IVASS), as well as bancassurance and outsourcing agreements.



### ALESSIA KEISSIDIS Senior Counsel

Alessia has specific experience in advising insurers, reinsurers and intermediaries on all aspects of insurance law including regulatory, contractual and corporate governance matters. Her advice ranges from the regulation of insurance operations, drafting and distribution of insurance products, insurance outsourcing, bancassurance, licensing/authorization procedures before the competent supervisory authority (IVASS), investigatory and supervisory proceedings.

