

**LOfavor Legal Aid Insurance from HELP****Insurance terms for collective agreements through unions within the Norwegian Confederation of Trade Unions (LO)**

Terms and conditions of insurance, 1 January 2018

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## 1. General terms and conditions

### ***1.1 Beneficiaries of the insurance policy***

The Union is the group policy holder with respect to the legal insurance plan offered through the LOfavør scheme. The policy covers members of the union who have joined the insurance plan, as well as the member's household (hereinafter called the Insured). Household here means up to two adults living together as a married couple or in a corresponding relationship, and any children thereof under the age of 20 who are partly or entirely living at home.

In the event of any conflict of interest between members of the household, the insurance applies solely to the benefit of the union member.

### ***1.2 Insurance period***

The insurance applies as long as the group insurance policy between the union and HELP Forsikring (hereinafter called the Company) is in effect. In the event that the Insured's membership of the union comes to an end, membership of the group insurance plan also terminates.

### ***1.3 Timing of the need for legal assistance***

The insurance covers the Insured's requirement for necessary legal assistance, insofar as the matter for which such assistance is required occurred during the insurance period.

- In cases relating to the division of matrimonial property, the need for legal assistance is deemed to have arisen at the same time as the statutory cut-off date.
- In cases relating to termination of cohabitation, the need for legal assistance is deemed to have arisen when the parties cease cohabiting.
- In cases relating to child custody, the need for legal assistance is deemed to have arisen on the date on which an application for mediation under the auspices of the Child Protection Office was submitted for the first time.
- In probate-related cases, the need for legal assistance is deemed to have arisen on the date of the testator's death.
- In cases concerning defamatory internet publication, the need for legal assistance is deemed to have arisen at the time of publication.

Any need for legal assistance that arose before the Insured joined the union's collective insurance agreement, will not be covered. Coverage is conditional on the matter and/or information on which the need for legal assistance/case rests first coming to the Insured's attention during the insurance period.

#### ***1.4 Notice of claim***

The Insured must submit notice of claim/the need for legal assistance to the Company without undue delay. If the Company has not been notified of the claim/need for legal assistance within one year of the matter and/or information on which the need for legal assistance/case rests becoming known to the Insured, entitlement to coverage will be lost.

#### ***1.5 Danish, Norwegian, Swedish legal venue***

The insurance applies exclusively to issues regulated by Danish, Norwegian or Swedish law, and which have Danish, Norwegian or Swedish courts as their legal venue. In the event of doubt concerning coverage in Denmark/Sweden, the Danish/Swedish terms apply. These terms are published online at [www.helpforsakring.se](http://www.helpforsakring.se) and [www.helpforsikring.dk](http://www.helpforsikring.dk).

#### ***1.6 The insurance does not cover***

- Matters relating to commercial activities
- Disputes involving the Company, or matters that entail a conflict of interest between the Insured and the Company.
- Matters relating to negligent or fraudulent actions or omissions on the part of the Insured
- Matters relating to loss or injury deriving from radioactivity, chemical or natural disasters, acts of terror, war, revolution/riots or other similar incidents

## 2. Areas of coverage

### ***2.1 Up to and including appeals process***

The Insured is entitled, in his/her capacity of a private individual, to pre-emptive legal advice and to legal aid during dialogue and negotiations with the opposing party, as well as during appeals to a public sector appeals body, within the following areas of property law:

- Planning and building law
- Joint property
- Owner section and housing cooperatives

Legal aid in the areas mentioned above is provided until the matter has been addressed in the joint property relationship or the housing company's own bodies, or concluded through decisions made by the relevant public sector appeals body.

### ***2.2 Up to and including a decision by the court***

The Insured, in his/her capacity of a private individual, is also entitled to pre-emptive legal advice, as well as legal aid during dialogue and negotiations with the counterparty, and before the court, within the following areas of law:

- Family law
- Child law, limited to parental disputes on custody, fixed place of residence and/or parental responsibility for a child under the terms of the Norwegian Children Act where a mediation certificate has been issued, and disputes concerning child support and paternity. Legal aid is limited to support in a single dispute, initiated by the Insured him/herself, for each of the Insured's children. This limitation does not apply if proceedings have been initiated against the Insured. See Section 4.
- Inheritance law
- Consumer purchases of goods and trade services, and the private purchase/sale of goods. This is conditional upon the purchase agreement being entered into while the Insured is covered by the insurance plan and the sum in dispute being in excess of NOK 3,000.

- Property law, limited to:
  - Established rights, including right of ownership, boundaries, publicly registered easements and lease issues, but with the exception of sureties.
  - Expropriation of property and rights, where the Insured is the party required to cede the rights.
  - Relations with neighbours under the Norwegian Neighbours Act or The Boundary Fences Act.
  - Leasing/Renting

Legal assistance in the context of property law is provided in matters linked to property that is the Insured's primary or holiday residence in Norway (not agricultural property).

- Loss of driving licence in matters of traffic law when not driving on company business, on condition that the alleged offence not involves driving while under the influence or speeding. Assistance in such cases is provided up to the time of allocation of a public defender. The Insured must be able to document the need for a driving licence in the context of employment.
- Defamatory internet publication. The Insured is entitled to legal support and/or measures necessary to delete and/or exclude unlawful and defamatory content in open and freely accessible sources on the internet, although this is limited to publication in Danish, English, Norwegian and Swedish.

Legal aid for the issues mentioned is provided until the case has been concluded through settlement or heard by the ordinary dispute resolution bodies.

### **2.3 Exclusions**

The insurance does not cover:

- Matters pursuant to the Child Protection Act
- Matters relating to the purchase/sale of real property, including matters relating to the initial construction/total renovation of residential/holiday properties
- Matters relating to allodial or qualified allodial rights, and to reindeer husbandry
- Immigration cases, including those relating to asylum, residence and family reunification

## **3. Extent of coverage**

The Insured is entitled to legal aid pursuant to Section 2, comprising up to 15 hours of

legal advice per year for matters not involving disputes. In disputes, the insurance provides coverage of up to NOK 2 million per insurance event, pursuant to Section 2.1 or Section 2.2. See the provisions in Section 6 concerning the legal costs covered up to the maximum limit.

A “dispute” exists when there is disagreement concerning a claim, or when a counterparty fails to respond to a claim within a reasonable period.

For legal aid in disputes, the Insured has a deductible of NOK 3,000.

#### **4. Attorney mediation**

In cases where both parties to a dispute have legal aid insurance/legal aid coverage from the Company, resulting in a conflict of interest, the Insured are entitled to request attorney mediation. This only applies if both parties agree to this approach, and if such mediation is appropriate to the matter in question. If this mediation fails, both parties will be entitled to legal assistance from an attorney of their choice, in line with the coverage described in Sections 2 and 3.

In custody disputes under the Norwegian Children Act that have previously been heard and decided by the courts – through legal settlement, revoking of the case, verdict or ruling – where the Insured received legal aid through the Company, a two-year period of quarantine applies from the date on which the decision became legally binding. After two years, the Company will again provide legal aid in the amount of up to ten hours of attorney mediation. Attorney mediation is offered if the terms and conditions stipulated in Section 1 have been fulfilled, a new dispute has arisen concerning the same child, the Insured has previously made use of aid under Section 2.2, and both parties agree to such mediation. Before two years have passed, the Insured is entitled to legal advice in accordance with Sections 2.2 and 3.

#### **5. The Insured’s obligations**

The Insured is obliged to act loyally with regard to the Company, including making sure that all relevant documents to which the Insured has access, and which may prove important to the case and coverage under this insurance policy, are made available to the Company and the attorney. Moreover, the Insured is obliged to answer all questions

from the attorney honestly and to the best of his/her ability. The Insured shall immediately and on his/her own initiative provide information about all matters which may be of significance to the case, and shall make himself/herself available, provide sight of property, artefacts and documents, etc. to the extent the case requires such. The Insured undertakes to provide information about any other relevant insurance schemes to which the Insured may be entitled.

The Insured must not take any steps in cases himself/herself without agreeing same with the attorney. See Section 6. In cases where the Insured discovers that he/she has been subjected to unlawful and defamatory publication on the internet, the Insured must file a police report about the matter without delay. This report and confirmation of its submission to the police must be sent to the Company as soon as possible. Alternatively, the Insured may contact the Company to ask for legal aid in reporting the matter to the police.

Should the Insured fail to fulfil his/her obligations with respect to these terms and conditions, he/she may forfeit the right to coverage under this insurance policy, either fully or in part.

## **6. The Company's rights and obligations**

The insurance policy covers legal assistance insofar as the matter is covered by the terms and conditions of insurance. The Company may decline to cover the cost of legal representation if the attorney representing the Insured is of the opinion that the case will not lead to a successful outcome.

After reporting a case, the Insured will be contacted by an attorney with specialist expertise in the legal area pertinent to the case, who will be responsible for proceeding with the case. If, however, the Insured wishes to have the case handled by a different attorney of his/her own choosing, the Company must be notified immediately – when the case is first registered, if possible. The Insured's reasonable and necessary legal fees incurred by an attorney nominated by the Insured are covered at the specific request of the Insured. Attorney mediation is covered as stipulated in Section 4.

The Company is not liable for attorney's fees that exceed compensation determined by the court. In cases where the legal proceedings relating to a dispute are handled for the Insured by an attorney other than the one appointed by the Company, the Insured has a

duty to request, at the behest of the Company, that the court determine the attorney's fees in accordance with Section 3-8 of the Norwegian Disputes Act.

It is a proviso for the coverage of costs incurred by an attorney other than the one appointed by the Company that the Company, no later than one week after conclusion of the case, has received a specified timesheet and schedule of any other costs associated with the case. Where such an attorney has represented the Insured in connection with legal proceedings relating to a dispute, said timesheet and a schedule of any additional costs must, in all circumstances, have been received by the Company no later than one week after the adjudicating body concerned has handed down a ruling in the matter.

The Company will provide coverage of up to NOK 2 million per insurance event. Within this limit, reasonable and necessary legal assistance required by the Insured will be covered. Attorney mediation is covered as stipulated in Section 4. Legal assistance and attorney mediation are covered at an hourly rate limited to a maximum of the official rate for public sector attorneys (cf. Section 2 of the Regulation on Public Sector Fees).

In the event that the case is handled by an attorney appointed by the Company, coverage also extends to any legal costs awarded to the counterparty and court fees in connection with litigation, insofar as the total coverage does not exceed the ceiling of NOK 2 million per insurance event. Up to ten hours of attorney mediation is nonetheless covered in custody disputes, as described in Section 4.

In the event that the Insured file for bankruptcy or the public division of joint matrimonial assets or the estate of a deceased, neither court fees nor advances to cover accommodation expenses are covered by the insurance.

The Company is not liable for costs incurred without the Company's prior consent. Nor is the Company liable for any costs incurred through changing attorney. The Company reserves the right to hold the counterparty liable for legal costs. Any such compensation accrues to the Company, and the Company may demand direct payment of costs by the counterparty.

All information the Company may receive in connection with its work will be treated in confidence. It may nevertheless be necessary to communicate some of the information supplied by the Insured to the Company to other parties – when experts have to be involved, for instance, or in the context of communication necessary to protect the

Insured's interests. The Company assumes that it has the Insured's consent to share information as mentioned above. In the absence of any agreement or assumption to the contrary, the Company shall be entitled to provide information about a potential or existing client relationship in order to explain conflicts of interest.

## **7. Complaints board**

If the Insured should disagree with a decision to terminate pursuit of a case or withdraw a claim, the Insured may request that the decision be reviewed by the Company's independent complaints board. The board comprises three people, of whom at least one shall have experience from a consumer organisation or public agency dealing with consumer affairs, and at least one shall have legal expertise. One of the members of the board is to be appointed by the union. Adjudication by the board is without cost to the complainant.

The Committee shall decide whether the case will continue to be handled on behalf of the Company, or be terminated. The Insured shall be informed of the outcome of the Committee's adjudication. The Committee chair has the right to dismiss complaints that are certain not to be upheld.

If, following adjudication by the complaints board, the Insured chooses to pursue the matter by himself/herself and at his/her own expense – and wins – the necessary legal fees will be reimbursed. The assessment is made based on the rules of the Norwegian Disputes Act relating to the establishment of legal costs.

The Insured may also choose to bring the matter before the Norwegian Financial Services Complaints Board (FinKN). For additional information, see [www.finansklagenemnda.no](http://www.finansklagenemnda.no).

## **8. Background rules of law**

Act No. 69 of 16 June 1989 on insurance agreements – the Norwegian Insurance Agreement Act – applies to the present insurance agreement.