

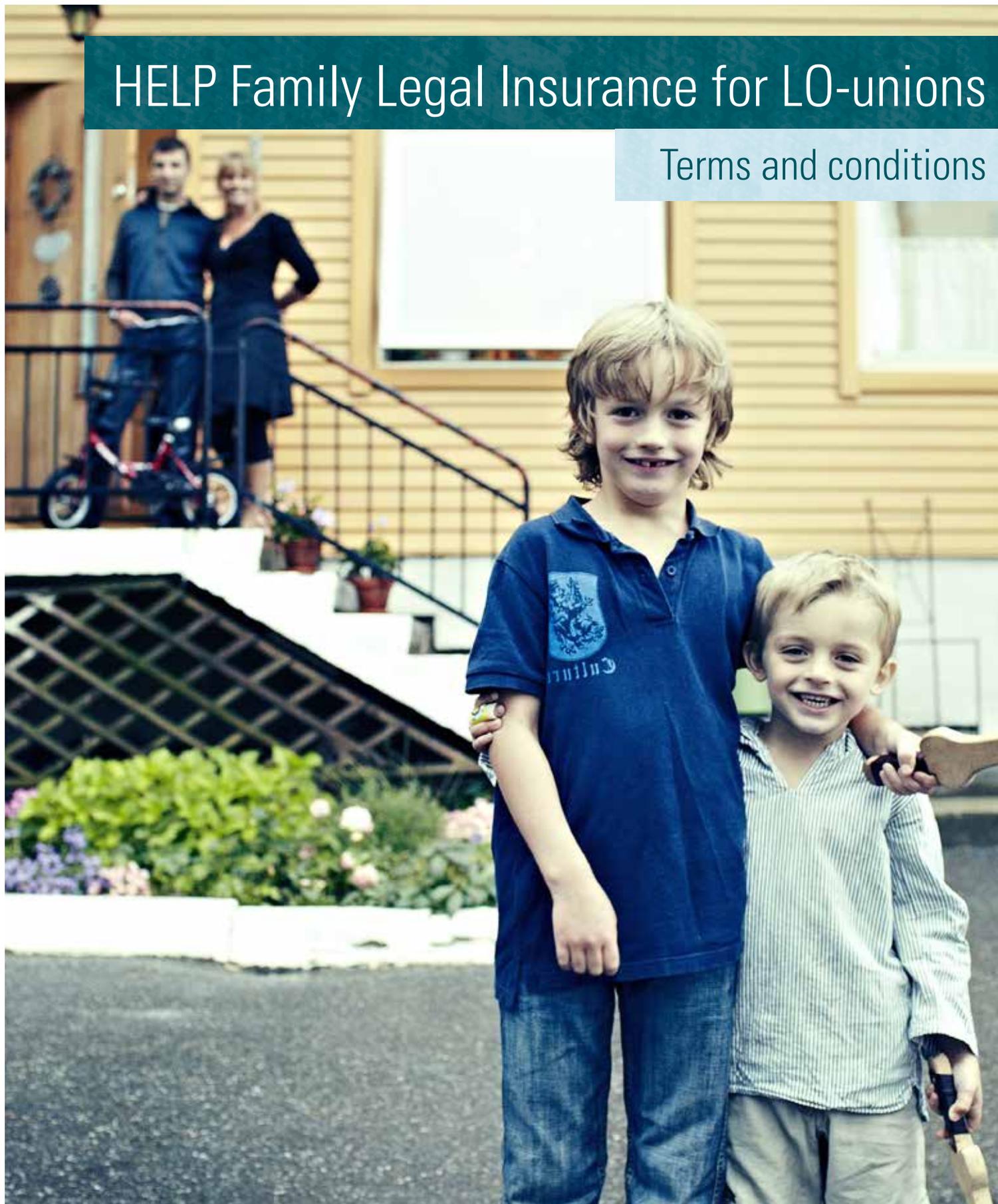


**HELP**  
FORSIKRING

An ARAG company

# HELP Family Legal Insurance for LO-unions

Terms and conditions



Vilkår av 1. januar 2017

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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. The policy covers members of the union which 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 for 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 membership of the union comes to an end, membership of the group insurance plan also terminates.

### 1.3 Which need for legal assistance the insurance covers

The insurance covers the Insured's requirement for necessary legal assistance as long as the matter for which legal 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 the division of property after a non-marital cohabitation, the need for legal assistance is deemed to have arisen at the same time as the cohabitants move apart. In cases relating to child custody, the need for legal assistance is deemed to have arisen on the date of which an application for mediation under the auspices of the Child Protection Office was first submitted in the case concerned. In probate-related cases, the need for legal assistance is deemed to have arisen on the date of the testator's death.

Any need for legal assistance arising before the Insured joined the LO's group insurance plan is not 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 report the loss/need for legal assistance to The Company without undue delay. If the Company has not been notified of the loss/need for legal assistance within one year of the matter and/or information on which the need for legal assistance/case rests became known to the Insured, entitlement to coverage will be lost.

### 1.5 Norwegian and Swedish legal venue

The insurance covers only those matters which are regulated by Norwegian or Swedish law, and which have Norwegian or Swedish courts as their proper legal venue. In the event of doubt about coverage in Sweden, the Swedish terms and conditions apply. These are available at [www.helpforsakring.se](http://www.helpforsakring.se).

## 1.6 The insurance does not cover

- Matters relating to commercial activities.
- Disputes with the Company or matters in which there is 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. LEGAL ADVICE

The Insured, in his/her capacity as a private citizen, is entitled to up to 15 hours of legal advice per year from the Company's lawyers within the following areas of jurisprudence:

- Family law, hereunder Parental Disputes (Child Custody)
- 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 disputed amount being in excess of NOK 3,000.
- Legal matters relating to real property.
- The confiscation of a driving licence in connection with traffic offences occurring when not at work, provided that the alleged offence is not associated with driving under the influence of drugs or alcohol, or speeding. Advice is given up to the point at which a public defender is appointed. The Insured must be able to document the need for a driving licence for work.
- Offensive online publishing. The Insured is entitled to legal assistance and / or necessary measures for deletion and / or re-indexing of illegal and offensive content in open and freely available sources on the Internet, limited to publications in Norwegian, Swedish, Danish or English.

This applies with the exception of:

- 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.
- Immigration cases, including cases relating to asylum, residence and family reunification.

## 3. LEGAL ASSISTANCE IN THE EVENT OF DISPUTES

The Company's lawyers provide assistance in connection with disputes to which the Insured is a party in his/her capacity as a private citizen, but only in disputes within the following areas of jurisprudence:

- Family law, hereunder Parental Disputes (Child Custody)
- Inheritance law
- Consumer purchases of goods and trade services, and the private purchase/sale of goods as described in clause 2.
- Legal matters relating to real property, restricted to:
  - Established restrictive covenants and leasehold agreements associated with real property (not agricultural property) that is the Insured's primary or holiday home in Norway.
  - Relations with neighbours under the Neighbours Act or the Land Consolidation Act, associated with real property (not agricultural property) that is the Insured's primary or holiday home in Norway.
  - Renting/letting of the Insured's primary or holiday home in Norway.
- Offensive online publishing, as described in clause 2.
- Confiscation of driving licence in connection with traffic offences, as described in clause 2.

This applies with the same exceptions as stipulated in clause 2.

A dispute has arisen if a claim is contested or one party fails to respond to a claim within a reasonable period of time.

### 3.1 Insurance deductible

For assistance in connection with disputes, an insurance deductible of NOK 3000 must be paid.

## 4. INSURED'S OBLIGATIONS

The Insured has a duty to act in good faith with respect to the Company. This includes disclosing to the Company all relevant documents to which the Insured has access and which may be of significance to the case and the coverage provided under this insurance policy. Furthermore, all questions asked by the Company's lawyers must be answered honestly and to the best of the Insured's ability. The Insured shall immediately and at his/her own initiative, provide information about all matters which may be of significance to the case, shall place himself/herself at the disposal of the Company's lawyers and specialist experts, and shall provide sight of property, artefacts and documents, etc, to the extent that the Company requests. The Insured has a duty to provide information about any other relevant insurance schemes to which the Insured may be entitled.

The Insured shall not himself/herself take any steps in connection with cases being handled by the Company without explicit prior agreement. See also clause 5. In the event the Insured discovers that he / she is subjected to illegal and offensive publication on the internet, the Insured must report this to the police as soon as possible. The confirmation from the police for the reported publication must be sent the Company.

The Insured can also contact the Company for assistance to report the crime to the police.

Should the Insured fail to fulfil his/her obligations with respect to these terms and conditions, the right of coverage under this insurance policy may be lost, either partly or in whole.

## 5. THE COMPANY'S RIGHTS AND OBLIGATIONS

The Company assesses the Insured's case and provides legal assistance, to the extent the case is covered, where the insurance company finds that it is probable that the claim will be upheld. The Company may terminate the case if it finds that the claim will not be upheld.

After reporting a matter to the Company, the Insured will be contacted by a lawyer with particular competence in the area of jurisprudence concerned. The lawyer will be responsible for further follow-up of the case.

If the Insured wishes the case to be handled by another lawyer of his/her own choosing, the Company must be notified immediately or if possible, when the case is first registered. Reasonable and necessary legal assistance performed by a lawyer of the Insured's own choosing is covered only after a specific application has been submitted by the Insured.

The Company is not liable for legal costs which exceed the fees determined by the court. In cases where the legal proceedings relating to a dispute are handled for the Insured by a lawyer other than the Company's lawyers, the Insured has a duty to request, at the behest of the Company, that the court determine the lawyer's fees in accordance with Section 3-8 of the Disputes Act.

It is a proviso for the coverage of costs incurred by a lawyer other than the Company's lawyers 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 a lawyer has represented the Insured in connection with legal proceedings relating to a dispute, the said timesheet and schedule of other costs must, under 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 covers up to NOK 2 million per insurance event. Within this ceiling, reasonable and necessary legal assistance required by the Insured will be covered. Legal assistance is covered at an hourly rate capped at the fee level payable by the public administration (cf. Section 2 of the Remuneration Regulations).

In the event that the case is handled by the Company's lawyers or another lawyer appointed by the Company, coverage also extends to any counterparty legal costs awarded and court fees in connection with litigation, as long as the total coverage does not exceed the ceiling of NOK 2 million per insurance event. In the event that the Insured files 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 costs arising in connection with any change of legal counsel. The Company is entitled to hold the counterparty liable for legal costs. Such compensation falls to the Company and the Company may demand direct payment of costs by the counterparty.

Any information the Company receives in connection with its work is kept confidential. There will still be a need to communicate a part of the information the Insured provides the Company to others, such as for expert witnesses and other necessary communication. This to ensure the Insured's interests. The Company assumes that it has permission to provide information as mentioned. Unless otherwise agreed the Company is entitled to inform others about a potential or existing client to explain conflicts of interest.

## 6. COMPLAINTS BOARD

If the Insured disagrees with a decision to terminate pursuit of a matter 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 board's members shall be appointed by the union. Adjudication by the board is without cost to the complainant.

The board decides whether the matter shall continue to be pursued at the Company's expense, or be terminated. The Insured shall be notified of the outcome of the board's assessment. The board's chair is entitled to dismiss complaints which will clearly not 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, necessary costs will be reimbursed. The assessment is made on the basis of the Disputes Act's provisions relating to the determination of legal costs.

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

## 7. BACKGROUND LAW

Act No. 69 as of 16 June 1989 on Insurance Contracts (Insurance Contracts Act) applies to this insurance policy.



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